

PURSUANT TO A.R.S. §38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' AUDITORIUM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). **ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA.** THE AGENDA IS AS FOLLOWS:

REGULAR MEETING - TUESDAY, APRIL 19, 2016 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE
- INVOCATION**

2. **REGULAR AGENDA ITEMS:**
 - A. Information/Discussion/Action to adopt Proclamation No. 2016-02 proclaiming April 2016, as "March for Babies Month" in Gila County. **(Margret Celix)** Adopted

 - B. Information/Discussion/Action to adopt Proclamation No. 2016-03 proclaiming April 21, 2016, as "*PowerTalk 21*® Day" in Gila County to encourage parents, families and caregivers of youth to begin the conversation with the youth in their lives about alcohol and the dangers of underage drinking. **(John Marcanti)** Adopted

 - C. Information/Discussion/Action to adopt an Order designating vote centers and polling places, and appointing poll workers and election board workers for the purpose of conducting the May 17, 2016, Statewide Special Election. **(Eric Mariscal)** Adopted

- D. Information/Discussion/Action to increase to the Sheriff's Office fee schedule for out-of-county housing costs for self surrenders from \$54.63 per day to \$175 for the first day and \$90 for every day thereafter effective July 1, 2016. **(Matt Solberg)** Approved
- E. Information/Discussion/Action to authorize the Sheriff's Office electronic submission of a FY 2017 Speed Enforcement Grant Application in the amount of \$21,675.40 submitted to the Arizona Governor's Office of Highway Safety; and adopt Resolution No. 16-04-06 and authorize the Chairman's signature on the Resolution Certification, both of which are a part of the Grant Application. **(Mike Johnson)** Authorized
- F. Information/Discussion/Action to authorize the Sheriff's Office electronic submission of a FY 2017 Drug, Gang and Violent Crime Control Grant Application in the amount of \$708,778 (25% match requirement) submitted to the Arizona Criminal Justice Commission to renew grant funding that will be used for the salaries and benefits of the Gila County Sheriff's Office Drug, Gang and Violent Crimes Task Force. **(Travis Baxley)** Authorized
- G. Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 031416-Timber Region Asphalt Patching Project. **(Jeff Hessenius and Steve Sanders)** Authorized

- H. Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 021616-1 for the purchase of up to five, new full size, 4 door, 4x4, SSVs (special service vehicles); award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bid. **(Jeff Hessenius/Steve Sanders)** Awarded
- I. Information/Discussion/Action regarding changes in the Arizona Local Government Employee Benefit Trust for Gila County's employee insurance and benefit plans to be effective as of July 1, 2016, as follows: Adopt Schedule A - Employee Insurance Contributions FY 2017 (attached to the agenda item). **(Jacque Sanders)** Adopted
- J. **(Motion to adjourn as the Gila County Board of Supervisors, and convene as the Gila County Library District Board of Directors)** Information/Discussion/Action to approve Grantee Agreement GRA-RC004-17-0838-01 between the Gila Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) and Gila County Library District in the amount of \$60,000 for fiscal year July 1, 2016, through June 30, 2017. **(Jacque Sanders) (Motion to adjourn as the Gila County Library District Board of Directors, and reconvene as the Gila County Board of Supervisors).** Approved

3. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**

- | | | |
|----|---|------------|
| A. | Approval of Delegation Agreement No. ADEQ16-114067 (replaces Agreement No. EV12-0053) with the Arizona Department of Environmental Quality (ADEQ) to accept functions of ADEQ statutes, rules and policies for water quality and solid waste management functions and duties. | Continued |
| B. | Authorization of the Chairman's signature on the Quit Claim Deed for the sale of Assessor's tax parcel number 207-15-286 to Laurie Devine. | Authorized |
| C. | Approval to reappoint two members to the Gila County Board of Adjustment and Appeals, as follows: Don Ascoli - January 1, 2016, through December 31, 2017; and, Mary Lou Myers - January 1, 2016, through December 31, 2019. | Approved |
| D. | Approval to reappoint Lynn Canning to the Gila County Community Action Program Advisory Board as a public sector representative retroactive for a term beginning January 1, 2016, through December 31, 2019. | Approved |
| E. | Approval of two Special Event Liquor License applications submitted by the Gila County Rodeo Committee to serve liquor at the Copper Dust Stampede Rodeo Kick-Off Dinner on April 30, 2016, and the Copper Dust Stampede | Approved |

Rodeo on May 6-7, 2016, both to be held at the Gila County Fairgrounds.

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|----|--|--------------|
| F. | Acknowledgment of the January 2016 and February 2016 monthly activity reports submitted by the Recorder's Office. | Acknowledged |
| G. | Acknowledgment of the February 2016 monthly activity report submitted by the Payson Regional Justice of the Peace's Office. | Acknowledged |
| H. | Acknowledgment of the March 2016 monthly activity report submitted by the Globe Regional Justice of the Peace's Office. | Acknowledged |
| I. | Approval of the March 29, 2016, Board of Supervisors' meeting minutes. | Approved |
| J. | Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of March 21, 2016 through March 25, 2016; and March 28, 2016 through April 01, 2016. | Acknowledged |
| 4. | CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further | No Comments |

discussion and decision at a future date.

5. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented. Presented

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. §38-431.03(A)((3)

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

ARF-3720

Regular Agenda Item 2. A.

Regular BOS Meeting

Meeting Date: 04/19/2016

Submitted By: Marian

Sheppard, Clerk
of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Adoption of Proclamation No. 2016-02 to proclaim April 2016, as "March for Babies Month" in Gila County.

Background Information

The Clerk of the Board of Supervisors received this request from Margret Celix, Chairman of the Globe-Miami March of Dimes Committee, to present a proclamation to the Board of Supervisors for its adoption at a future Board meeting.

Evaluation

The March of Dimes Foundation is a national organization whose mission is as follows: "We help moms have full-term pregnancies and research the problems that threaten the health of babies." It is important to honor this request for the Board of Supervisors to adopt a proclamation to proclaim April 2016, as "March for Babies Month" in Gila County.

The annual Walk for Babies event took place in Globe, Arizona on April 16, 2016.

Conclusion

By having the Board of Supervisors adopt Gila County Proclamation No. 2016-05, it will help the Globe-Miami March of Dimes Committee spread the word about the fundraising efforts that are made to support the March of Dimes and to provide a report on its local March for Babies walkathon that was held on April 16, 2016.

Recommendation

It is recommended that Ms. Celix be allowed the opportunity to present a proclamation to the Board of Supervisors for its adoption to proclaim April 2016, as "March for Babies Month" in Gila County.

Suggested Motion

Information/Discussion/Action to adopt Proclamation No. 2016-02 proclaiming April 2016, as "March for Babies Month" in Gila County.

(Margret Celix)

Attachments

Proclamation No. 2016-02



PROCLAMATION NO. 2016-02

A PROCLAMATION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, PROCLAIMING APRIL 2016, AS “MARCH FOR BABIES MONTH” IN GILA COUNTY.

WHEREAS, on April 16, 2016, the March of Dimes held its walk in Globe, Arizona to remember the families affected by preterm birth and work to raise awareness and educate citizens about the leading cause of death of newborns, which is premature birth;

WHEREAS, premature birth is a tragedy affecting more than half a million families in the United States, with 13 million preemies born worldwide each year;

WHEREAS, in the United States the rate of preterm births has increased 36% in the past 25 years;

WHEREAS, in Arizona 9.0% of babies born in 2015 were preterm;

WHEREAS, some babies born preterm suffer from health complications, long-term physical and cognitive challenges and even death;

WHEREAS, founded in 1938, the March of Dimes is a national, volunteer-based, health organization whose mission is to improve the health of pregnant women, infants and children by preventing birth defects, preterm birth and infant mortality through research, community services, education and advocacy;

WHEREAS, the March of Dimes has been proud to lead efforts that have resulted in reductions in preterm birth for the past seven consecutive years;

WHEREAS, the March of Dimes is committed to continuing to reduce preterm birth rates until the U.S. rate is among the lowest in the world;

WHEREAS, the parents of babies born preterm provide overwhelming support for the March of Dimes by walking in March for Babies, serving as volunteers in its Family Ambassador program, Maternal and Child Health & Advocacy and Government Affairs Committees, Family Teams;

WHEREAS, the Gila County Board of Supervisors is committed to recognizing and honoring these initiatives dedicated to the best ideals of public service;

NOW, THEREFORE, we, the Gila County Board of Supervisors, hereby proclaim the month of April 2016, as “**MARCH FOR BABIES MONTH**” in Gila County and urge all people to be aware of the dangers of preterm birth and to support the efforts of the March of Dimes to help give every baby a healthy start.

PASSED AND ADOPTED this 19th day of April 2016.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk of the Board

Michael A. Pastor, Chairman

ARF-3719

Regular Agenda Item 2. B.

Regular BOS Meeting

Meeting Date: 04/19/2016

Submitted By: Marian

Sheppard, Clerk
of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Proclamation No. 2016-03 to proclaim April 21, 2016, as "*PowerTalk 21®* Day" in Gila County.

Background Information

John Marcanti, District I Supervisor, received a request from Beverly Mason Biggers, Senior Programs Manager for Mothers Against Drunk Driving (MADD), for the Board of Supervisors to consider adopting a proclamation to proclaim April 21, 2016, as "*PowerTalk21®* Day" in Gila County.

On April 7, 2015, the Board of Supervisors adopted a similar proclamation in support of "*PowerTalk21®* Day" in Gila County.

Evaluation

The date of April 21, 2016, has been established by MADD as *PowerTalk 21®* Day for the current year. *PowerTalk 21®* Day is a national day for parents, families and caregivers to start the conversation with the youth in their lives about alcohol and the dangers of underage drinking.

Conclusion

Underage drinking is a big issue of concern to every community in America. It would be beneficial for the Board of Supervisors to consider the adoption of a proclamation to bring attention to the importance of *PowerTalk 21®* Day - April 21st, as a day for parents, families and caregivers to begin the conversation with their youth about the dangers of underage drinking. By having these intentional conversations, parents and caregivers are able to set expectations and consequences, all while continuing to talk about the dangers of alcohol and underage drinking.

Recommendation

Staff recommends that the Board of Supervisors consider adopting Proclamation No. 2016-03.

Suggested Motion

Information/Discussion/Action to adopt Proclamation No. 2016-03 proclaiming April 21, 2016, as "*PowerTalk 21*® Day" in Gila County to encourage parents, families and caregivers of youth to begin the conversation with the youth in their lives about alcohol and the dangers of underage drinking. **(John Marcanti)**

Attachments

Proclamation No. 2016-03



PROCLAMATION NO. 2016-03

A PROCLAMATION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, PROCLAIMING APRIL 21, 2016, AS “*POWERTALK 21*® DAY” IN GILA COUNTY.

WHEREAS, Gila County recognizes the importance of parents talking with their children about alcohol in order to reduce the risks and dangers posed to children and communities;

WHEREAS, high school students who use alcohol or other substances are five times more likely to drop out of school or believe good grades are not important;

WHEREAS, 27 percent of middle school students try alcohol before graduating from 8th grade, significantly increasing the risk that they will develop alcohol problems later in life;

WHEREAS, teen alcohol use kills 4,700 people each year, more than all other illegal drugs combined;

WHEREAS, the majority of kids say their parents are their primary influence when it comes to decisions about drinking alcohol;

WHEREAS, *PowerTalk 21*® day, started by Mothers Against Drunk Driving® (MADD) in 2011, is established on April 21, 2016, to encourage parents and caregivers to embrace their important role in influencing America’s youth and their decisions about drinking alcohol;

WHEREAS, to equip parents to talk with their teens about alcohol, MADD Arizona on April 21 will host *Power of Parents*® workshops to give parents the tools to effectively talk with their children about alcohol to protect them; and

WHEREAS, all citizens are urged to join in the local and national efforts to raise awareness of the importance of parents and children talking together about alcohol to reduce the risks and dangers posed to children and communities;

NOW, THEREFORE, we, the Gila County Board of Supervisors, hereby proclaim April 21, 2016, to be “*PowerTalk 21*® Day” in Gila County.

PASSED AND ADOPTED this 19th day of April 2016.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk of the Board

Michael A. Pastor, Chairman

ARF-3717

Regular Agenda Item 2. C.

Regular BOS Meeting

Meeting Date: 04/19/2016

Submitted For: Eric Mariscal, Submitted By: Cate Gore, Elections Assistant
Director

Department: Elections Department

Information

Request/Subject

Adoption of an Order to designate vote centers and polling places, and to appoint poll workers and election board workers for the May 17, 2016, Statewide Special Election.

Background Information

Arizona Revised Statute §16-411 provides that the Board of Supervisors shall designate polling places for each precinct.

Arizona Revised Statute §16-531 provides that the Board of Supervisors shall designate poll workers and election board workers.

Evaluation

Arizona Revised Statutes §16-411 and §16-531 require the adoption of this Order.

Conclusion

An Order must be adopted by the Board of Supervisors in order to designate vote centers, polling places and appoint poll workers and the election board workers within Gila County.

Recommendation

The Elections Director recommends that the Board of Supervisors adopt this Order.

Suggested Motion

Information/Discussion/Action to adopt an Order designating vote centers and polling places, and appointing poll workers and election board workers for the purpose of conducting the May 17, 2016, Statewide Special Election. **(Eric Mariscal)**

Attachments

Order

Arizona Revised Statute 16-531

Arizona Revised Statute 16-411



ORDER

IT IS HEREBY ORDERED by the Board of Supervisors of Gila County, that the polling place locations listed on Attachment A are hereby designated as polling places for the thirty-nine (39) election precincts within Gila County for the Statewide Special Election to be held within Gila County, Arizona, on Tuesday, May 17, 2016.

IT IS FURTHER ORDERED that the persons listed on Attachment B be appointed to serve as Poll Workers for the purpose of conducting the Statewide Special Election to be held in Gila County, Arizona, on Tuesday, May 17, 2016.

IT IS FURTHER ORDERED that the persons listed on Attachment C be appointed to serve as Election Board Workers for the purpose of conducting the Statewide Special Election to be held in Gila County, Arizona, on Tuesday, May 17, 2016.

DATED this 19th day of April 2016, in Globe, Gila County, Arizona.

Gila County Board of Supervisors

Michael A. Pastor, Chairman

Attest:

Marian Sheppard, Clerk of the Board

Gila County Poll & Vote Center Locations

Pursuant to the provisions of A.R.S. §16-411(B) the following have been designated as Vote Centers/Polling Places for the 2016 Elections held in Gila County.

VOTE CENTER – A polling location in which any voter may receive an appropriate ballot for that voter on Election Day and lawfully cast their ballot. Gila County has 5 vote centers.

- Gila County has 5 vote centers. ANY registered voter can vote at any of the 5 vote centers.
- Gila County has 11 Precinct specific polling sites, voters must be registered in those precincts in order to cast a valid ballot.
- Poll / Vote Centers are open from 6:00 a.m. to 7:00 p.m. on Election Day

VOTE CENTER OR PRECINCT	LOCATION	ADDRESS
Globe Vote Center	Globe Elks Lodge	1910 E. Maple Street - Globe
Miami Vote Center	Miami High School	4635 E Ragus Road - Miami
Payson Voter Center #1	Expedition Church	302 S Ash Street - Payson
Payson Voter Center #2	Ponderosa Baptist Church	1800 N Beeline Hwy
Star Valley Vote Center	Star Valley Baptist Church	4180 E Hwy 60 - Star Valley
Copper Basin	Hayden/Winkelman School	824 Thorn Ave -Winkelman
Gisela	Gisela Community Center	136 S Tatum Trail - Gisela
Pine Strawberry East Pine Strawberry West	First Baptist Church of Pine	4039 N Hwy 87 - Pine
Roosevelt Sierra Ancha (ALL MAIL)	Roosevelt Baptist Church	18659 Hwy 188 - Roosevelt
Tonto Basin	Tonto Basin Chamber of Commerce	45675 Hwy 188 - Tonto Basin
Whispering Pines (ALL MAIL)	East Verde Baptist Church	11209 N Houston Mesa Rd - Whispering Pines
Young	Pleasant Valley Community Center	HWY 288 - Young
Zane Grey	Christopher Creek Bible Fellowship Church	1036 E Christopher Creek Loop - Christopher Creek
Canyon Day	Canyon Day Jr High School Library	4621 S 9th Street - Cedar Creek
Carizzo	Carrizo Assembly of God Church	V-10 Road - Carrizo
San Carlos	Rice Gym	Mohave Avenue & Yavapai St - San Carlos

POLLING PLACES AND POLL WORKERS
Statewide Special Election May 17, 2016

ATTACHMENT B

PRECINCT NAME AND NUMBER		POLLING PLACE
LAST NAME	FIRST NAME	POSITION
Globe Vote Center		Elks Lodge
Cook	Janice	Inspector
Alexander	Dan	ID Clerk
Nancarrow	Pearl	ID Clerk
Alexander	Judy	Provisional Clerk
Miller	Sheldon	Marshal
Belarde	Estelle	Ballot Judge
Hicks	Shane	Provisional Clerk
Beaver	Larry	Ballot Judge
Miami Vote Center		Miami High School
Dutcher	Leneve	Inspector
Dutcher	Jim	Bal Judge
Weishaar	Pam	Signature Judge
Peek	Luann	ID Clerk
Olson	Cheryl	Poll List Clerk
Hegbloom	Melva	Provisional Clerk
		Marshal
Tonto Basin		Tonto Basin Chamber of Commerce
Jackson	Barbara	Inspector
Hardy	Linda	Ballot Judge
Cunningham	Debbi	Sign Judge/Poll Clerk
Gassaway	Nancy	ID Clerk
Randall	Christyne	Provisional Clerk/ Marshall

POLLING PLACES AND POLL WORKERS
Statewide Special Election May 17, 2016

ATTACHMENT B

PRECINCT NAME AND NUMBER		POLLING PLACE
LAST NAME	FIRST NAME	POSITION
Payson Vote Center #1		Expedition Church
Wilson	John	Inspector
Albritton	Patricia G.	Ballot Judge
Pate	William	ID Clerk
Zwilling	Pam	ID Clerk
Lootans	Jean	Poll List Clerk
Miller	Barbara	Provisional Clerk
McKinney	Andy	Marshal
Scott	Elizabeth	Prov Clerk
Payson Vote Center #2		Ponderosa Baptist Church
Withrow	Donald	Inspector
Thompson	Becky	Ballot Judge
Collins	Nobel	Signature Judge
Underwood	Barbara	ID Clerk
Dilley	Sandy	Poll List Clerk
Shulman	Vicki	Inspector
Miller	Frances	Ballot Judge
Caldwell	Luella	Signature Judge
Holmes	Margaret	ID Clerk
Shafferkoetter	Judy	Provisional Clerk
Sturgis	Margie	Provisional Clerk
Silver	Mary Jane	Marshall

POLLING PLACES AND POLL WORKERS
Statewide Special Election May 17, 2016

ATTACHMENT B

PRECINCT NAME AND NUMBER		POLLING PLACE
LAST NAME	FIRST NAME	POSITION
Star Valley Vote Center		Star Valley Baptist Church
Stevens	Terri	Inspector
Andersen	Ellie	Ballot Judge
Burreson	Aleah	SigJudge/Poll List
Brennan	Virginia	ID Clerk
Brennan	Steve	Provisional Clerk
Stevens	John	Marshall
Pine-Strawberry		First Baptist Church of Pine
Prins	Lee	Inspector
Neumann	Marge	Ballot Judge
Andersen	Rita	SigJudge
Brandt	Barbara	ID Clerk
Bridges	James	Provisional Clerk
Vleite	Hause	Marshall
Wills	Ernestine	Poll List Clerk
Zane Grey		Christopher Creek Bible Fellowship Church
Daniels	Jeff	Inspector
Daniels	Diane	Ballot Judge
Sundra	Steve	Signature Judge
Young		Pleasant Valley Community Center
Cortez	Curtis	Inspector
Dilley	Carolyn	Ballot Judge
Bilberry	Ruth	Signature Judge
Freegard	Marylin	ID Clerk
Loehr	Nancy	Provisional Clerk
Dilley	Barry	Marshall

POLLING PLACES AND POLL WORKERS
Statewide Special Election May 17, 2016

ATTACHMENT B

PRECINCT NAME AND NUMBER		POLLING PLACE
LAST NAME	FIRST NAME	POSITION
Whispering Pines		East Verde Baptist Church
Jones	Lois	Inspector
Jones	Darrel	Ballot Judge
		Signature Judge
		ID Clerk
		Provisional Clerk
		Marshall
Gisela		Gisela Community Center
Kirch	Mark	Inspector
Demack	George	Ballot Judge
Mathis	Sharon	Signature Judge
Johnson	Brenda	ID Clerk
Jacobs	Marilyn	Provisional Clerk
Orear	Fran	Poll List Clerk
Loehr	Raymond	Marshall
Copper Basin		Hayden High School Auditorium
Lagunas	Mary Dee	Inspector
Greenwood	Gwynette	Signature Judge
Olmos	Judas	Ballot Judge
		ID Clerk
Doepke	Connie	Provisional Clerk
Bravo	Estanislado	Marshal
		Poll List Clerk
Canyon Day		Canyon Day Jr. High
Burnette Sr.	Vino	Inspector
Altaha	Virginia	Ballot Judge
Burnette	Brenda	Sig Judge
Altaha	Delbert	ID Clerk
Antonio	Richard	Poll List Clerk
Fall	Angelina	Prov Clerk
Chino	Raymus	Marshal

POLLING PLACES AND POLL WORKERS
Statewide Special Election May 17, 2016

ATTACHMENT B

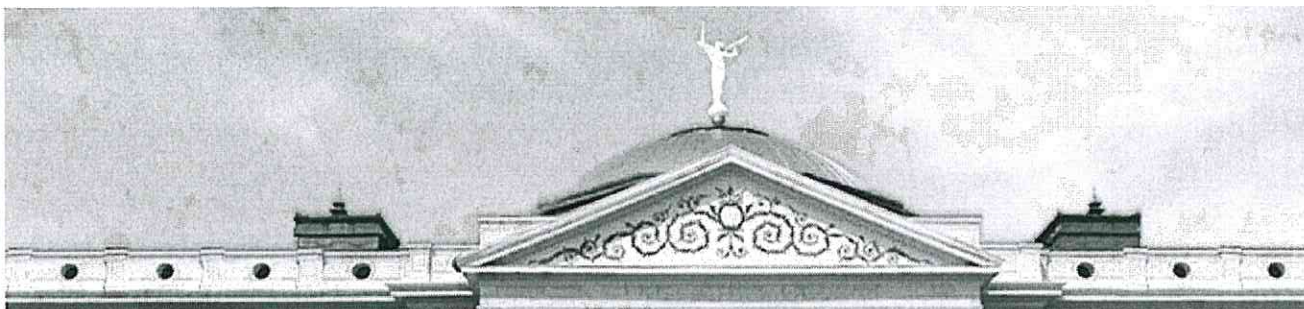
PRECINCT NAME AND NUMBER		POLLING PLACE
LAST NAME	FIRST NAME	POSITION
Carrizo		Assembly of God Church
Gooday	Rosie-Anna	Inspector
Truax	Larue	Ballot Judge
Altaha	Clarinda	Sig Judge/Prov Clk
San Carlos		San Carlos Rice Gym
Pennell	Yodonna	Inspector
Duane	Jennifer	Ballot Judge
Martin	Karen	Signature Judge
Lupe	Pearly	ID Clerk
Dude	Ailene	Signature Judge
Lupe	Randy	Marshal
Shorten	Flora	Provisional Clerk
Stevens	Esther	Co Inspector
Aday	Kim	ID Clerk
Snell	Brett	Marshal
McIntosh	Emmett	Marshal
Smith	Mardella	Provisional Clerk
Castro	Anselica	Provisional Clerk
Chatlin	Brandt	Ballot Judge
Roosevelt-Sierra Ancha		Roosevelt Baptist Church
Burruel	Pam	Inspector
Elwood	Dorothy	Ballot Judge
Livingston	Micky	Signature Judge
Overholt	Kenny	Marshall
Stromberg	Shirly	Provisional Clerk

ATTACHMENT C

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Arizona State Legislature

Bill Number Search:



Fifty-second Legislature - Second Regular Session

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[ARS TITLE PAGE](#) [NEXT DOCUMENT](#) [PREVIOUS DOCUMENT](#)
16-531. Appointment of election boards and tally boards; qualifications

A. When an election is ordered, and not less than twenty days before a general or primary election, the board of supervisors shall appoint for each election precinct one inspector, one marshal, two judges and as many clerks of election as deemed necessary. The inspector, marshal, judges and clerks shall be qualified voters of the precinct for which appointed, unless there is not a sufficient number of persons available to provide the number of appointments required. The inspector, marshal and judges shall not have changed their political party affiliation or their no party preference affiliation since the last preceding general election, and if they are members of the two political parties that cast the highest number of votes in the state at the last preceding general election, they shall be divided equally between these two parties. There shall be an equal number of inspectors in the various precincts in the county who are members of the two largest political parties. In each precinct where the inspector is a member of one of the two largest political parties, the marshal in that precinct shall be a member of the other of the two largest political parties. Whenever possible, any person appointed as an inspector shall have had previous experience as an inspector, judge, marshal or clerk of elections. If there is no qualified person in a given precinct, the appointment of an inspector may be made from names provided by the county party chairman. If not less than ninety days before the election the chairman of the county committee of either of the parties designates qualified voters of the precinct, or of another precinct if there are not sufficient members of his party available in the precinct to provide the necessary representation on the election board as judge, such designated qualified voters shall be appointed. The judges, together with the inspector, shall constitute the board of elections. Any registered voter in the election precinct, or in another election precinct if there are not sufficient persons available in the election precinct for which the clerks are being appointed, may be appointed as clerk.

B. If the election precinct consists of fewer than three hundred qualified electors, the board of supervisors may appoint not fewer than one inspector and two judges. The board of supervisors shall give notice of election precincts consisting of fewer than three hundred qualified electors to the county chairmen of the two largest political parties not later than thirty days before the election. The inspector and judges shall be appointed in the same manner by party as provided in subsection A of this section.

C. If a nonpartisan election is ordered, not less than twenty days before the election the governing board holding the election shall appoint, without consideration for political party, a minimum of three election workers for each polling place. The election workers shall consist of at least one inspector and two judges. Whenever possible, they shall be qualified electors of the precinct located within the district, without consideration for political party.

D. Where the election precinct consists of three hundred fifty or more qualified electors, the board of supervisors may in addition to the board of elections appoint a similar board to be known as the tally board. The tally board shall take custody of the ballots from the closing of the polls until the tally of the ballots is completed. The tally board shall consist of the inspector of the board of elections, two judges and not less than two clerks. The inspector and two judges shall be appointed to provide as equal as practicable representation of members of the two largest political parties on the board in the same manner as provided for the election boards. Any registered voter in the election precinct, or in another election precinct if there are not sufficient persons available in the election precinct for which the clerks are being appointed, may be appointed as clerk. A member appointed to serve on the tally board, with the exception of the inspector of the board of elections, shall not be appointed to serve on the board of elections. The inspector of the board of elections shall be a member of the tally board and during such time shall act as the supervisor of the tally board. No United States, state, county or precinct officer, nor a candidate for office at the election, other than a precinct committeeman or a candidate for the office of precinct committeeman, is qualified to act as judge, inspector, marshal or clerk.

E. If an electronic voting system is in use the write-in ballots shall be tallied by a board of elections consisting of one inspector and two judges who are appointed in the same manner by party as provided in subsection A of this section.

F. At least ten days before a special election, the governing body conducting the election may in like manner appoint a special tally board or boards for the specific purpose of tallying the ballots on the closing of the polls. The tally boards shall consist of at least one inspector and two judges. The inspector of the board of elections shall act as the supervisor of the tally board.

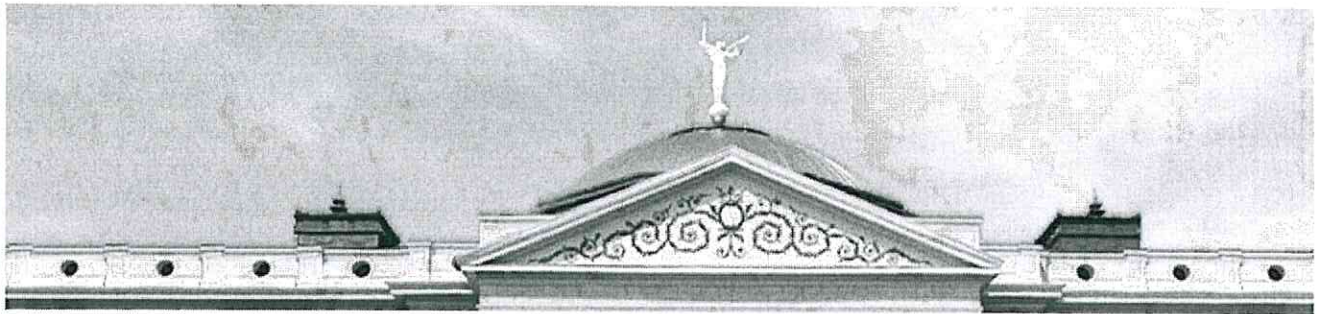
G. Notwithstanding any other law, the board of supervisors may appoint to an election board to serve as a clerk of election a person who is not eligible to vote if all of the following conditions are met:

1. The person is a minor who will be at least sixteen years of age at the time of the election for which the person is named to the election board.
 2. The person is a citizen of the United States at the time of the election for which the person is named to the election board.
 3. The person is supervised by an adult who has been trained as an elections officer.
 4. The person has received training provided by the officer in charge of elections.
 5. The parent or guardian of the person has provided written permission for the person to serve.
- H. A school district or charter school shall not be required to reduce its average daily membership, as defined in section 15-901, for any pupil who is absent from one or more instructional programs as a result of the pupil's service on an election board pursuant to subsection G of this section.
- I. A school district or charter school shall not count any pupil's absence from one or more instructional programs as a result of the pupil's service on an election board pursuant to subsection G of this section against any mandatory attendance requirements for the pupil.
- J. Nothing in this section shall prevent the board of supervisors or governing body from refusing for cause to reappoint, or from removing for cause, an election or tally board member.

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Bill Number Search:



Fifty-second Legislature - Second Regular Session

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16-411. Designation of election precincts and polling places; voting centers; electioneering; wait times

A. Except as prescribed by subsection J of this section, the board of supervisors of each county, on or before December 1 of each year preceding the year of a general election, by an order, shall establish a convenient number of election precincts in the county and define the boundaries of the precincts. The election precinct boundaries shall be so established as included within election districts prescribed by law for elected officers of the state and its political subdivisions including community college district precincts, except those elected officers provided for in titles 30 and 48.

B. Not less than twenty days before a general or primary election, and at least ten days before a special election, the board shall designate one polling place within each precinct where the election shall be held, except that:

1. On a specific finding of the board, included in the order or resolution designating polling places pursuant to this subsection, that no suitable polling place is available within a precinct, a polling place for that precinct may be designated within an adjacent precinct.

2. Adjacent precincts may be combined if boundaries so established are included in election districts prescribed by law for state elected officials and political subdivisions including community college districts but not including elected officials prescribed by titles 30 and 48. The officer in charge of elections may also split a precinct for administrative purposes. The polling places shall be listed in separate sections of the order or resolution.

3. On a specific finding of the board that the number of persons who are listed as permanent early voters pursuant to section 16-544 is likely to substantially reduce the number of voters appearing at one or more specific polling places at that election, adjacent precincts may be consolidated by combining polling places and precinct boards for that election. The board of supervisors shall ensure that a reasonable and adequate number of polling places will be designated for that election. Any consolidated polling places shall be listed in separate sections of the order or resolution of the board.

4. On a specific resolution of the board, the board may authorize the use of voting centers in place of or in addition to specifically designated polling places. A voting center shall allow any voter in that county to receive the appropriate ballot for that voter on election day and lawfully cast the ballot. Voting centers may be established in coordination and consultation with the county recorder, at other county offices or at other locations in the county deemed appropriate.

C. If the board fails to designate the place for holding the election, or if it cannot be held at or about the place designated, the justice of the peace in the precinct, two days before the election, by an order, copies of which the justice of the peace shall immediately post in three public places in the precinct, shall designate the place within the precinct for holding the election. If there is no justice of the peace in the precinct, or if the justice of the peace fails to do so, the election board of the precinct shall designate and give notice of the place within the precinct of holding the election. For any election in which there are no candidates for elected office appearing on the ballot, the board may consolidate polling places and precinct boards and may consolidate the tabulation of results for that election if all of the following apply:

1. All affected voters are notified by mail of the change at least thirty-three days before the election.

2. Notice of the change in polling places includes notice of the new voting location, notice of the hours for voting on election day and notice of the telephone number to call for voter assistance.

3. All affected voters receive information on early voting that includes the application used to request an early voting ballot.

D. The board is not required to designate a polling place for special district mail ballot elections held pursuant to article 8.1 of this chapter, but the board may designate one or more sites for voters to deposit marked ballots until 7:00 p.m. on the day of the election.

E. Except as provided in subsection F of this section, a public school shall provide sufficient space for use as a polling place for any city, county or state election when requested by the officer in charge of elections.

F. The principal of the school may deny a request to provide space for use as a polling place for

any city, county or state election if, within two weeks after a request has been made, the principal provides a written statement indicating a reason the election cannot be held in the school, including any of the following:

1. Space is not available at the school.

2. The safety or welfare of the children would be jeopardized.

G. The board shall make available to the public as a public record a list of the polling places for all precincts in which the election is to be held including identification of polling place changes that were submitted to the United States department of justice for approval.

H. Except in the case of an emergency, any facility that is used as a polling place on election day or that is used as an early voting site during the period of early voting shall allow persons to electioneer and engage in other political activity outside of the seventy-five foot limit prescribed by section 16-515 in public areas and parking lots used by voters. This subsection shall not be construed to permit the temporary or permanent construction of structures in public areas and parking lots or the blocking or other impairment of access to parking spaces for voters. The county recorder or other officer in charge of elections shall post on its website at least two weeks before election day a list of those polling places in which emergency conditions prevent electioneering and shall specify the reason the emergency designation was granted and the number of attempts that were made to find a polling place before granting an emergency designation. If the polling place is not on the website list of polling places with emergency designations, electioneering and other political activity shall be permitted outside of the seventy-five foot limit. If an emergency arises after the county recorder or other officer in charge of elections' initial website posting, the county recorder or other officer in charge of elections shall update the website as soon as is practicable to include any new polling places, shall highlight the polling place location on the website and shall specify the reason the emergency designation was granted and the number of attempts that were made to find a polling place before granting an emergency designation.

I. For the purposes of this section, a county recorder or other officer in charge of elections shall designate a polling place as an emergency polling place and thus prohibit persons from electioneering and engaging in other political activity outside of the seventy-five foot limit prescribed by section 16-515 but inside the property of the facility that is hosting the polling place if any of the following occurs:

1. An act of god renders a previously set polling place as unusable.

2. A county recorder or other officer in charge of elections has exhausted all options and there are no suitable facilities in a precinct that are willing to be a polling place unless a facility can be given an emergency designation.

J. The secretary of state shall provide through the instructions and procedures manual adopted pursuant to section 16-452 the maximum allowable wait time for any election that is subject to section 16-204 and provide for a method to reduce voter wait time at the polls in the primary and general elections. The method shall consider at least all of the following for primary and general elections in each precinct:

1. The number of ballots voted in the prior primary and general elections.

2. The number of registered voters who voted early in the prior primary and general elections.

3. The number of registered voters and the number of registered voters who cast an early ballot for the current primary or general election.

4. The number of election board members and clerks and the number of rosters that will reduce voter wait time at the polls.

K. The board of supervisors of a county shall not change precinct lines during the period after July 31, 2008 and before January 1, 2011. The board of supervisors may subdivide an election precinct for administrative purposes or may provide for more than one polling place within the boundaries of the election precincts established for use in voting in elections held after July 31, 2008 and before January 1, 2011. In providing for multiple polling places within a precinct, the board of supervisors shall consider the particular population characteristics of each precinct in order to provide the voters the most reasonable access to the polls possible.

ARF-3716

Regular Agenda Item 2. D.

Regular BOS Meeting

Meeting Date: 04/19/2016

Submitted For: Adam Shepherd, Sheriff

Submitted By: Sarah White, Chief Administrative Officer

Department: Sheriff's Office

Fiscal Year: FY17 Budgeted?: Yes

Contract Dates Effective July 1, Grant?: No

Begin & End: 2016

Matching No Fund?: Replacement

Requirement?:

Information

Request/Subject

Increase the Detention Fee Schedule Effective July 1, 2016, for Out-of-County Housing Costs for Self Surrenders.

Background Information

For several years, the Gila County Sheriff's Office has allowed individuals who are sentenced in other counties to serve their sentence in the Gila County facility. The Gila County Sheriff's Office charges out-of-county self surrenders \$54.63 per day. The proposed change would increase the fee from \$54.63 to \$175 for the first day and \$90 for every day thereafter.

On March 29, 2016, the Sheriff's Office presented the fee increase at the Board of Supervisors' work session. The Chairman recommended that this request should be presented to the Board at a future meeting for Board action.

Evaluation

The Gila County Sheriff's Office contacted other Arizona counties which allow out-of-county self surrenders and determined that Gila County's fee is low in comparison. The Gila County Sheriff's Office would like to increase the fee for out-of-county self surrenders effective July 1, 2016. Out of County Self Surrenders County Fee: Apache County \$57.00 daily fee; Cochise County \$258.67 first day; \$75.47 every day after, Graham County; No charge, Greenlee County \$90.00 first day; \$50.00 every day after, La Paz County \$65.00 daily fee, Maricopa County \$266.41 first day; \$81.85 every day after, Mohave County; \$69.50 daily fee, Pinal County \$193.86 daily fee.

Conclusion

The Sheriff's Office fee schedule will increase effective July 1, 2016, for out-of-county housing costs for self surrenders.

Recommendation

It is the recommendation of Sheriff J. Adam Shepherd that the Board of Supervisors accept the increase in the fee schedule effective July 1, 2016, for out-of-county housing costs for self surrenders.

Suggested Motion

Information/Discussion/Action to increase to the Sheriff's Office fee schedule for out-of-county housing costs for self surrenders from \$54.63 per day to \$175 for the first day and \$90 for every day thereafter effective July 1, 2016. **(Matt Solberg)**

Attachments

No file(s) attached.

ARF-3724

Regular Agenda Item 2. E.

Regular BOS Meeting

Meeting Date: 04/19/2016

Submitted For: Adam Shepherd, Sheriff

Submitted By: Sarah White, Chief Administrative Officer

Department: Sheriff's Office

Fiscal Year: FY17 Budgeted?: No

Contract Dates October 1, 2016 Grant?: Yes

Begin & End: through
September 30,
2017

Matching No Fund?: New
Requirement?:

Information

Request/Subject

Governor's Office of Highway Safety FY2017 Speed Enforcement Grant Application.

Background Information

The Gila County Sheriff's deputies are working with outdated and non serviceable speed enforcement equipment. In order for the deputies to effectively do speed enforcement this equipment needs to be replaced. Due to the short notice to submit a grant application, the Gila County Sheriff's Office electronically submitted the FY2017 Speed Enforcement Grant Application on March 30, 2016.

Evaluation

If a grant is awarded to the Gila County Sheriff's Office, the acquisition and use of these radars will greatly enhance the ability of the Sheriff's Office Deputies in the filed to effectively enforce speed details and speed enforcement during their patrol duties. Notification was also provided to the Gila County Sheriff's Office that a resolution passed and adopted by the Board of Supervisors needs to be submitted with the application, and a Certification form which states that the Resolution was passed and adopted by the Board of Supervisors.

Conclusion

The Gila County Sheriff's Office is requesting assistance from the Governor's Office of Highway Safety (GOHS) to purchase (10) Golden Eagle II radars for a total amount of \$21,675.40. Per County process, the Sheriff's Office is requesting the Board of Supervisors' authorization for its submittal of the grant application to include Resolution No. 16-04-06 and a Resolution Certification form.

Recommendation

Gila County Sheriff J. Adam Shepherd recommends that the Board of Supervisors approve the electronic submission of a grant application which includes Resolution No. 16-04-06 and the Certification form for the speed enforcement grant application to the Governor's Office of Highway Safety on March 30, 2016, in the amount of \$21,675.40 for a performance period of October 1, 2016, through September 30, 2017.

Suggested Motion

Information/Discussion/Action to authorize the Sheriff's Office electronic submission of a FY 2017 Speed Enforcement Grant Application in the amount of \$21,675.40 submitted to the Arizona Governor's Office of Highway Safety; and adopt Resolution No. 16-04-06 and authorize the Chairman's signature on the Resolution Certification, both of which are a part of the Grant Application. **(Mike Johnson)**

Attachments

Resolution 16-04-06

Certification

Grant Application

Cover letter

Quote



RESOLUTION NO. 16-04-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, PERTAINING TO THE SUBMISSION OF PROJECTS FOR CONSIDERATION IN ARIZONA'S 2017 FFY HIGHWAY SAFETY PLAN:

WHEREAS, the Governor's Office of Highway Safety is seeking proposals from state and local agencies for projects relating to all aspects of highway safety; and

WHEREAS, Gila County, through the Gila County Sheriff's Office, is interested in submitting projects to be considered for funding in the form of reimbursable grants from the National Highway Traffic Safety Administration;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Gila County, Arizona as follows:

1. THAT approval of the submission of projects for consideration in Arizona's 2017 FFY Highway Safety Plan is granted.
2. THAT Sheriff J. Adam Shepherd is appointed agent for Gila County, to conduct all negotiations and to execute and submit all documents and any other necessary or desirable instruments in connection with such grant.

PASSED AND ADOPTED by the Board of Supervisors of Gila County, Arizona, this 19th day of April 2016.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Clerk of the Board

Michael A. Pastor, Chairman

Approved as to form:

Jefferson R. Dalton
Deputy Gila County Attorney
Civil Bureau Chief



CERTIFICATION

I HEREBY CERTIFY that the foregoing Resolution number 16-04-06 was duly passed and adopted by the Board of Supervisors of Gila County, Arizona, at a regular meeting held on the 19th day of April 2016, and that a quorum was present at the meeting.

Marian Sheppard
Clerk of the Board
(928) 402-8757

Michael A. Pastor, Chairman
(928) 402-8751

Approved as to form:

Jefferson R. Dalton
Deputy Gila County Attorney
Civil Bureau Chief

Cover Page

Project Title FFY2017 GOHS Speed Enforcement Grant

Total Grant Funding Requested \$21,675.40

Total ERE Percentage 0

Agency Name: Gila County Sheriff's Office
Contact Information: 1100 South Street
Globe, AZ 85501
Phone: 9284028572

Governmental Unit: Gila County Sheriff's Office
Address: PO Box 311, Globe, AZ 85502

Project Director: Adam Shepherd
Contact Information:

Project Administrator: Michael Johnson
Contact Information:

Fiscal/Financial Contact: Lienneke Mellema
Contact Information:

Please upload a cover letter addressed to the Director of the Governor's Office of Highway Safety on agency letterhead. This cover letter **must** be signed by a representative of your agency authorized to commit your agency to conduct the grant should it be approved for funding.

Any proposal received without a cover letter will not be considered for funding by GOHS.

http://egrants.azgohs.gov/_Upload/22118-FFY2017GOHSSpeedEnforcementGrantCoverLetter.pdf

For GOHS Office use only
Total Proposal

Jurisdiction

Select the Type of Jurisdiction:

County

Select the Type of Agency:

Law Enforcement

Fire Department / District

Non-Profit / Other

Select the County Served:

Gila County

Proposal Summary

Proposal Summary:

Please include a summary of funding requested by program area (Alcohol, Aggressive Driving, Occupant Protection etc...).

Police Traffic Services/ Speed Control (PT)

The Gila County Sheriff's Office requests funding for the purchase of ten (10) dual antenna Radars to enhance traffic enforcement throughout Gila County. Total cost including AZ Sales tax: \$21,675.40

Background/Problem:

Provide general characteristics of the agency, including information on population, demographics, and a description of streets and highways in the agency's jurisdiction including road mileage.

Gila County is centrally located within the State of Arizona and has an approximate population of 54,000 covering 4,760 square miles, with 56% of Gila County being Federal Forest and State Land (see end note 1).

As of 2014 the Gila County Sheriff's Office Patrol Fleet consists of 49 Patrol Vehicles and patrols approximately 17,400 miles of county maintained paved and unpaved roads as well as highways (U.S 60, U.S 70) and Forest Service Roads (S.R 77, S.R 87, S.R 188 and S.R 260). In 2014 Gila County Sheriff's Office Patrol Fleet vehicles drove 758,744 miles (see end note 2) .

Problem Statement:

What problem is your agency looking to solve with this grant? Provide appropriate data to support funding.

Police Traffic Services/ Speed Control (PT)

Problem: We're trying to Enforce Speed Limit with outdated equipment while traffic is increased and limited resources are available to fund new radars. With 10 new radar units our Patrol Fleet will be fully equipped with up to date equipment.

Increased Traffic

The major economic industries in Gila County are mining, recreation, ranching, and tourism. With its central location Gila County is a hub for individuals traveling to and through Gila County where the population on weekends is increased by thousands and the motoring public passing through Gila County increases by the tens of thousands.

With increased population, the Gila County Sheriff's Office has had an increase in call volume and an increase in the amount of vehicle traffic. Gila County is a major thoroughfare from larger outlining cities to higher elevation recreation.

Limited Resources

The sparse population (11.3 individuals per square mile (see end note3)) has a small tax base therefore limiting resources. The terrain is comprised of both high deserts, remote and rugged mountain landscape. Gila County also has three tribal reservations, the San Carlos Apache, Tonto Apache and White Mountain Apache. These reservations encompass approximately 37% of the land mass.

Outdated Equipment

Radars are an essential piece of equipment to effectively enforce traffic related offenses. Radars that are outdated may not be able to be repaired or may be at a higher cost to repair. In car mounted units also have a less probable cause of being damaged during regular patrol duties.

If you have additional information, please upload:

Proposal Summary

http://egrants.azgohs.gov/_Upload/22125-EndNotes.docx

Attempts to Solve Problem

Attempts to Solve Problem:

Identify past attempts to solve the problem identified in your proposal.

Speed limit violations have a higher probability of finding other violations such as DUI's, Underage Consumption, Child Restraint and Seat belt Violations.

With the 2014 acquired (10) Radars the Gila County Sheriff's Office was able to increase the enforcement of speed control from 8 to 960 designated drivers that were contacted. Extreme DUI arrests doubled as well as the minor consumption/ possession arrests. In 2015 the Criminal Speed Citations went up from 2 to 32. And we've seen a minor increase in Child Restraint Citations.

Project Objectives, Methods of Procedure, Performance Measures: Project 1

Title: Project 1

Objectives of the projects in your proposal should follow the SMART method. They should be:

S = Specific

M = Measurable

A = Action-Oriented

R = Realistic

T = Time-Framed

Project Objectives:

The project objectives should be stated in measurable terms directly related to the identified problem, concise and deal with a specific item, realistic, with a reasonable probability of achievement and related to a specific time frame.

With (10) new radar units our Patrol Fleet will be fully equipped with up to date equipment. With the (10) new Radars we're expecting to:

- Increase Speed Limit Enforcement by 5% by December 31, 2016.
- Conduct and participate in Speed Enforcement Details by September 30, 2017.

Method of Procedure:

Detail how your agency will solve the problem and meet the objectives you have set.

The Gila County Sheriff's Office will use the (10) new Radars to increase speed limit enforcement, and conduct and participate in Speed Enforcement Details by assigning deputies to increase proactive measures in traffic related violation while conducting patrol duties.

Performance Measures:

Establish measurable goals for your proposal. Example: "To decrease alcohol related fatalities 10% from the 2012 base year average of 250 to 225 by September 30, 2017." "To increase DUI arrests 10% above the 2008 base year average of 5,000 to 5,500 by September 30, 2017."

Your agency should enumerate the objectives of the project in this section. Example: "To participate in 4 DUI Task Forces by September 30, 2017." "To participate in 8 speed enforcement details by September 30, 2017."

With the (10) new Radars the Gila County Sheriff's Office will:

Increase Speed Limit Enforcement by:

- Increasing total DUI arrests by 5% from a total of 123 in 2015 to 130 by December 31, 2016.
- Increasing total citations by 5% from total of 1528 in 2015 to 1600 by December 31, 2016.

Conduct and participate in Speed Enforcement Details by September 30, 2017 by:

- Conducting (1) Speed Enforcement Detail per quarter by September 30, 2017.
- Participating in Speed Enforcement Details on high traffic Holiday weekends throughout the year until September 30, 2017.

Traffic Data Summary - Law Enforcement

Please include the following traffic data to support the identified problem in your proposal:

Description	(If Available)		
	2015	2014	2013
Sober Designated Drivers Contacted	960	8	18
TOTAL DUI ARRESTS	57	77	32
Aggravated DUI Arrests	9	20	2
Misdemeanor DUI Arrests	48	57	30
Extreme DUI Arrests (.15+)	31	15	14
DUI-Drug Arrests	1	19	19
DRE Evaluations	0	0	0
Under 21 DUI Arrests	0	0	1
Minor Consumption / Possession Arrests	34	18	16
TOTAL AGENCY CITATIONS	1528	1058	1345
Criminal Speed Citations	32	2	2
Aggressive Driving Citations	1	2	0
Civil Speed Citations	353	379	221
Other Citations(Except Speed)	1105	629	1114
Child Restraint Citations	8	6	7
Seat Belt Citations	29	40	1

Personnel Services

Description

Personnel Services:

Employee Related Expenses:

Description	Requested Amount	ERE %	ERE Amount	Overtime Amount
		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
		%	\$0	\$0
Total:	\$0		\$0	\$0

Professional and Outside Services

Description

Description	Amount
-------------	--------

Total	\$0
-------	-----

Description

Description	Transportation	Lodging	Per Diem	Misc	Amount
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
Total:					\$0

Description	Transportation	Lodging	Per Diem	Misc	Amount
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
Total:					\$0

Description

Page 2 of 3

Description

Funds will be used for replacing ten (10) old style radar units with ten (10) new dual antenna radar units to support and enhance Police Traffic Services/ Speed Control (PT) throughout Gila County.

Description	Quantity	Price Per Unit	Tax	Shipping	Amount
Dual Antenna Radar	10	\$2,054.34	\$1,132.00	\$0	\$21,675
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
Total					\$21,675

Total Estimated Cost

Budget Item	Amount	
Personnel Services	\$0	
Employee Related Expenses	\$0	0%
Professional and Outside Services	\$0	
Travel In-State	\$0	
Travel Out-of-State	\$0	
Materials and Supplies	\$0	
Capital Outlay	\$21,675	
Total Estimated Cost	\$21,675	

Attachments

Attachments

A resolution from your agency's board of supervisors or city/town council will be included in this section.

Upload any additional supplemental material below.

http://egrants.azgohs.gov/_Upload/22158-FFY2017GOHSSpeedEnforcementGrantCoverLetter.pdf

http://egrants.azgohs.gov/_Upload/22158-EndNotes.docx

http://egrants.azgohs.gov/_Upload/22158-SpeedDetectionDeviceCostEstimateandPhotographs.pdf

Johnny Sanchez – Chief Deputy
Sarah White – Chief Administrative Officer
Travis Baxley – Task Force Commander
Tim Scott – Lt. Northern District
Keith Thompson – Lt. Southern District



Mike Johnson - Undersheriff
Justin Solberg – Jail Commander
William Carlson – Lieutenant
Christine Duarte – Lieutenant
Lee Alexander- Lieutenant

Office of
Sheriff of Gila County
J. Adam Shepherd

March 30, 2016

Director Alberto Gutier
Governor's Office of Highway Safety
1700 West Washington Street
Executive Tower, Suite 430
Phoenix, Arizona 85007

Director Gutier,

The Gila County Sheriff's Office would like to respectfully submit the 2017 GOHS Grant Application to you for the purchase of ten (10) speed detection devices in the amount of \$21,675.40. The proposal/Grant Application was submitted to your office on March 31, 2016.

The acquisition and use of these speed detection devices will greatly enhance the ability of Deputies in the field to enforce the speed limit. With 10 new radar units our Patrol Fleet will be fully equipped with up to date equipment.

The Gila County Board of Supervisors' next regularly scheduled meeting is April 19, 2016. We will provide the resolution to your office once it is signed and certified.

Thank you for your time and consideration upon reviewing our grant application. Please contact me if there are any further inquiries regarding our 2017 Governor's Office of Highway Safety Grant Application.

Respectfully,

A handwritten signature in blue ink, appearing to read "Johnny Sanchez".

Chief Deputy Johnny Sanchez



Quotation

Page 1 of 2

KUSTOM SIGNALS, INC.

9652 Loiret Blvd, Lenexa, KS 66219-2406
913-492-1400 Fax 913-492-1703
sales@kustomsignals.com www.kustomsignals.com

Date March 24, 2016

To... LIENEKE MELLEMA
GILA CO SHERIFF'S OFFICE
PO BOX 311
1100 SOUTH ST
GLOBE AZ 85502-0311

Quote # 1378994285313PC
Terms Net 30
This Quote Expires on June 22, 2016
Phone 928-425-4449
Fax 928-425-5674

<u>Qty</u>	<u>Product Description</u>	<u>UnitPrice</u>	<u>SubTotal</u>
10	Golden Eagle II dual antenna, Ka-Band DCM w/TruTrak	\$2,054.34	\$20,543.40
10	5.6% AZ Sales tax	\$113.20	\$1,132.00
	AZ State contract includes shipping		
Total			\$21,675.40

Interested in a lease-to-own option? Contact Kustom Signals today at 800-458-7866 or cremy@kustomsignals.com for a detailed quote and to lock in a rate. Benefits of Leasing:

- Flexible repayment terms structured to meet your budget
- Significantly faster, less complicated and less expensive than other forms of public debt
- 100% financing and immediate ownership of equipment
- Municipal leasing is cash flow friendly

Signature

If applicable sales tax not included, sales and/or freight could be subject to current rates based on your State, County, or City requirements. Seller may charge Buyer a 25% restocking fee.

Toll Free 800-4KUSTOM (800-458-7866)

KUSTOM SIGNALS, INC.
TERMS AND CONDITIONS

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is due 30 days after invoice date in US dollars. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. **TERMINATION, RESTOCKING CHARGES.** Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. **WARRANTY.** Seller's warranty is provided separately.

8. **LIMITATION OF LIABILITY.** SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

9. **INDEMNIFICATION.** Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.

10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.

11. **MISCELLANEOUS.** These terms and conditions together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.
Attn: Sales Dept.
9652 Loiret
Lenexa, KS 66219

Eagle II Radar Series

Traffic Safety Radar



The Eagle II series is sure to fit your department's needs with its flexible design and classic user interface.

Outstanding Performance

- Shielding and antenna design allows for more reliable operation in high-interference environments
- Displays fastest target quicker than leading competitor
- Shadowing and combining eliminated with VSS input
- Operator can monitor not only strongest signal but also the fastest target speed allowing for improved vehicle identification



Patented Innovations

- TruTrak®'s VSS interface allows automatic mode switching between moving and stationary modes eliminating patrol shadowing and combining errors
- Smart Patrol Search rejects inaccurate patrol speeds

Highly Configurable

- Single or dual Ka antennas
- Separable display for flexible mounting
- 3 models to meet your needs
- Stopwatch, fastest vehicle and same direction mode capability (GEII, DGEII)
- Moving/Stationary Ka band Doppler radar system
- Digital Signal Processing (DSP) for tracking multiple targets, greater accuracy and range sensitivity
- IACP conforming product list



Ka-Band antenna



Wired or wireless remote

High performance Ka-band

Feature packed technology

Confident tracking history

Eagle II Radar Series

Traffic Safety Radar



Standard Configuration

- Display mount
- Wired remote
- Front windshield antenna mount
- Rear mount, when ordering dual
- 6' (1.8m) front, 18' (5.5m) rear cable antenna for dual (default)
- Two tuning forks
- Power cable
- Operator's manual

Options

- Wireless IR remote
- In-car video interface cable
- Display separation kit
- Multiple mounting options including GPS suction or permanent window mounts
- Multiple cable lengths available



Waterproof antennas, window mount



Dash mount with separated display



Suction mount option with Ka antenna

Patented Features

- TruTrak VSS interface enables Automated Switching between Moving and Stationary modes and virtually eliminates common radar errors like shadowing and combining.
- Smart Patrol Search operates when the speedometer input is not connected to reduce shadowing, and combining.

Eagle II Family Features

- Same direction moving mode with auto Fastest
- Directional modes: approaching, receding, all
- Automatic same lane faster/slower
- Separable display
- Stopwatch mode
- Same direction mode
- Fastest vehicle mode
- Single or dual Ka band antenna
- IACP conforming product list

	Eagle II	Golden Eagle II	Directional Golden Eagle II
Same direction moving mode with auto Fastest			●
Directional modes: approaching, receding, all			●
Automatic same lane faster/slower		●	●
Separable display		●	●
Stopwatch mode		●	●
Same direction mode		●	●
Fastest vehicle mode		●	●
Single or dual Ka band antenna	●	●	●
IACP conforming product list	●	●	●

Eagle II Series - Data Sheet - USA Eng - Print - 05/2014

ARF-3725

Regular Agenda Item 2. F.

Regular BOS Meeting

Meeting Date: 04/19/2016

Submitted For: Adam Shepherd, Sheriff

Submitted By: Sarah White, Chief Administrative Officer

Department: Sheriff's Office

Fiscal Year: FY17 Budgeted?: Yes

Contract Dates July 1, 2016 Grant?: Yes

Begin & End: through June
30, 2016

Matching Yes Fund?: Renewal

Requirement?:

Information

Request/Subject

FY 2017 Drug, Gang, and Violent Crime Control Grant Application.

Background Information

The Gila County Sheriff's Drug, Gang and Violent Crimes Task Force (Task Force) has been in operation since its inception in 1988. Since 1988, Gila County has annually submitted a grant application to the Arizona Criminal Justice Commission (ACJC) for ACJC Drug, Gang and Violent Crime Control funds to be used for the Sheriff's Office Drug, Gang and Violent Crimes Task Force. Each year the ACJC has awarded grant funds to Gila County to help the salaries and employment related expenses (ERE) of officers of the Task Force. The mission of the Gila County Drug, Gang and Violent Crimes Task Force is to protect life, property and the rights of individuals by using multi- agency efforts with participating agencies to reduce drug, gang and violent crime related investigations. The primary objective is to disrupt drug sales, interdict and dismantle drug trafficking and drug organizations as well as to promote education and awareness to the citizens of Gila County and to secure the welfare of the public; identify local gang affiliated members in conjunction with the Gang and Immigration Intelligence Enforcement Team Mission and the U.S. Marshall's Office and assist Gila County detectives with violent crimes such as homicides, abductions, and jail crime investigations.

On March 18, 2016, the Gila County Sheriff's Office electronically submitted the FY17 Arizona Criminal Justice Commission Drug, Gang and Violent Crime Grant Application in the amount of \$708,778. The grant application had to be submitted online no later than March 18, 2016, at 3:00 p.m.

Evaluation

The ultimate initiative of the Gila County Drug, Gang and Violent Crimes Task Force is to protect life, property and the rights of individuals, so it is imperative that the Sheriff's Office continue to submit grant applications to the ACJC to obtain continued grant funding for its Task Force. The source of the matching funds that are required will come from the County's General Fund. The deadline to electronically submit the grant application was March 18, 2016. The Sheriff's Office completed the grant application on March 18, 2016; therefore, there wasn't sufficient time to present the application to the Board of Supervisors for approval before the application deadline.

Conclusion

On March 18, 2016, the Gila County Sheriff's Office electronically submitted the FY17 Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Grant Application in the amount of \$708,778 for a performance period of July 1, 2016, through June 30, 2017, to provide salaries and employment related expenses for the Gila County Sheriff's Drug, Gang and Violent Crimes Task Force. Per County process, the Sheriff's Office is requesting the Board of Supervisors' authorization for its submittal of the grant application.

Recommendation

Gila County Sheriff J. Adam Shepherd recommends that the Board of Supervisors approve the electronic submission of a grant application for the FY17 Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Grant Application in the amount of \$708,778 for a performance period of July 1, 2016, through June 30, 2017, to provide salaries and employment related expenses for the Gila County Sheriff's Drug, Gang and Violent Crimes Task Force.

Suggested Motion

Information/Discussion/Action to authorize the Sheriff's Office electronic submission of a FY 2017 Drug, Gang and Violent Crime Control Grant Application in the amount of \$708,778 (25% match requirement) submitted to the Arizona Criminal Justice Commission to renew grant funding that will be used for the salaries and benefits of the Gila County Sheriff's Office Drug, Gang and Violent Crimes Task Force. **(Travis Baxley)**

Attachments

Grant Application

ACJC Grant Program: Drug, Gang, and Violent Crime Control

Period Title: FY17 Cycle 30

Project Title: Gila County Drug, Gang, and Violent Crimes Task Force

Purpose Area: A - Apprehension

Is this a continuation request? No

Applicant Agency:

Agency Name:	Gila County Sheriff's Office
Department Name:	Administration
Federal Tax ID:	866000444
DUNS Number:	142370761
AFIS Vendor ID:	18660004440
AFIS Mail Code:	400

Participating Agencies:

Arizona Department of Public Safety

Gila County Attorney's Office

Gila County Sheriff's Office

Globe Police Department

Hayden Police Department

Miami Police Department

Payson Police Department

San Carlos Apache Tribal Police Department

San Carlos Apache Tribal Recreation and Wildlife Law Enforcement Division

Tonto Apache Tribal Police Department

United States Drug Enforcement Administration

United States Forest Service Law Enforcement Division

White Mountain Apache Tribal Police Department

Authorized Official:

Mailing Address:	Shepherd, John A (Sheriff)
	PO Box 311
	Globe, Arizona 85502
Email:	ashepherd@gilacountyaz.gov
Phone:	928-402-1873
Fax:	928-425-5674
Agency:	Gila County Sheriff's Office
Department:	Administration

Project Official:

Mailing Address:	Baxley, Travis W (Commander)
	PO Box 311
	Globe, Arizona 85502

Email:	tbaxley@gilacountyaz.gov
Phone:	928-402-1873
Fax:	928-425-5674
Agency:	Gila County Sheriff's Office
Department:	Task Force

Project Mission Statement

Response is limited to 1,500 characters, including spaces.

Enter narrative below:

The Gila County Drug, Gang, and Violent Crimes **Task Force** is a Multi-Agency/Multi-Jurisdictional Unit that conducts narcotic, gang and violent crime investigations. Our mission is to disrupt, interdict, and dismantle such offenses in order to reduce criminal activities inside and outside our communities. Through city, county, state and federal inter-agency collaborations, the **Task Force** focuses on identifying and initiating investigations on violent crimes and on individuals, gangs, organizations and cartels involved in cultivating, manufacturing, transporting, distribution, use and sale of marijuana, narcotic and dangerous drugs.

Through this Multi-Agency effort, the **Task Force**:

- Attains successful interdictions, apprehensions and prosecutions of subjects involved in illicit drug, gang, and violent crimes.
- Provides training on K-9, criminal interdiction, tactical SWAT clandestine lab entry, firearms tactics, defense tactics and marijuana cultivation.
- Initiates investigations, provides assistance, resources, and intelligence to all requesting agencies.
- Partners with various community organizations and provides school and public K-9 demonstrations along with educational programs throughout Gila County, Pinal County, the San Carlos Apache Reservation as well as the Tonto Apache Reservation.

The **Task Force** focus is to protect life, property, and the citizens within our communities and surrounding areas.

Problem Statement

Identify the problem in your community that the grant funded program will address. Be very specific and include statistical data to define the severity of the identified problems. *Response is limited to 7,000 characters, including spaces.*

Enter narrative below:

Problem Statement

Limited resources

With approximately 54,000 people Gila County covers approximately 4,760 square miles, with 56 % of Gila County being federal forest and state land. The sparse population has a small tax base therefore limiting resources. The terrain is comprised of both high deserts, remote and rugged mountain landscape. Gila County also has three tribal reservations, the San Carlos Apache, Tonto Apache and White Mountain Apache. These reservations encompass approximately 37% of the land mass[\[i\]](#).

Criminal Organizations

The nexus that Gila County has to Mexico is that it is a major corridor in Arizona for illegal human and drug trafficking from its borders. According to the United States Drug Enforcement Administration, Arizona serves as a major distribution, hub, storage area and transshipment point for Mexican marijuana, methamphetamine, cocaine, and heroin being smuggled into domestic cities throughout the United States. Gila County has identified four (4) major drug corridor routes: U.S. Highway 60 from Phoenix through the State of New Mexico, U.S. Highway 70 from Lordsburg, New Mexico to Interstate 40, State Route 77 from Tucson to Interstate 40, and State Route 87 from Phoenix to Interstate 40. Phoenix, Tucson, Lordsburg, and other metropolitan areas are in close proximity to Gila County and have been deemed distribution centers for Mexico, Columbia, and Asian countries[\[ii\]](#).

Gang Activity

The Gila County Drug, Gang, and Violent Crimes Task Force have seen an increase in the amount of gang activity connected back to the gang affiliations in Gila County. An example of this is the strong representation of outlaw motorcycle gangs such as the "Loners", the

“Loose Cannons”, the “Huns”, the “Hell Angels” the “Mongols” and the “Vagos” in Gila County. Intelligence shows that a “Hell Angels” associate has purchased property in northern Gila County as a hidden owner for the outlaw motorcycle gang. Additionally the “Loners”, and the “Loose Cannons” members are actively being used by the “Hell Angels” to recruit new members. Intelligence also shows that the “Loners” have become hidden owners in a local business in southern Gila County. Recent collaborated intelligence has the “Mongols” as well as the “Loose Cannons” have moved into Gila County and opened club houses along with purchasing property in Southern Gila County. It has been well published the outlaw motorcycle gangs are involved in distribution of illegal drugs and have used violence as part of the criminal enterprises[iii]. Another example of gang affiliation involves the collaboration of the Task Force and the Gila County Sheriff’s Office in two separate violent criminal investigations. These cases involved suspects from the “East Side Globe Crips” which have ties to the Mexican Mafia prison gang. We are finding that these gangs are starting to have a heavy presence in the Gila County area. In comparison to FY14/15 Task Force identified (18) gang members of this affiliation, but in FY15/16 as of March 2016 (39) gang members of this affiliation were identified. This is an increase of 217% [iv].

Marijuana grow sites

The Tonto National Forest is very conducive to the cultivation/distribution of marijuana due to its abundant water supply, elevation, vast remote forest lands, and dense vegetation making aerial surveillance difficult. Marijuana grow sites that we have encountered are generally at the bottom of steep ravines, with no direct trails that lead into the grow sites. In the past Tonto National Forest was identified as the seventh largest outdoor marijuana grow cultivation site in the United States[v]. The primary suspects found in grow sites, sales; distribution and smuggling are undocumented aliens which is indicative of large drug organizations/DTO inside and outside of the United States. Generally a language barrier is encountered when identifying the suspects. The grow sites also have a direct impact on public safety; suspects are known to be armed and have fired upon unsuspecting hikers, campers, hunters, and forest service personnel who accidentally have stumbled upon or near a grown site.

Environmental issues are also a concern to the forest area due to the increased fire hazards from unsafe propane usage, unattended fires, destruction/cutting of forest trees and brush, the use of fertilizers and pesticides, processing and packing materials, and human waste/garbage[vi].

Tribal Reservation Law Enforcement

The San Carlos Apache, Tonto Apache and White Mountain Apache Reservations pose a great challenge to law enforcement as it relates to the inability to enforce laws, gather intelligence on drug trafficking and gang activities, and utilization of resources to suppress criminal activities traveling through and into our communities. The Gila County Drug, Gang, and Violent Crimes Task Force has collaborated with the tribal police agencies assisting and sharing case information as well as working on the indoor/outdoor marijuana cultivation investigations.

Recent Trends

Compared to last year Gila County has had an increase of seized:

- Marijuana (587%)
- Marijuana Plants (623%)
- Hashish (713%)
- Synthetic Marijuana (228%)
- Prescription Drugs (188%)
- Drug cases involving weapons (223%)

More statistical data can be found in the attached Gila County Threat Assessment[vii].

Controlled Prescription Drugs

As a community based program, the Gila County Drug, Gang, and Violent Crimes Task Force coordinated with the “Crossing Hospice” Care Center to try to curtail the availability of pharmaceutical narcotic prescription drugs. This collaboration of taking for destruction the narcotic drugs left behind by deceased individuals curtails the availability of drug reaching the street.

[i] <http://www.census.gov/quickfacts/table/PST045215/0455000,04007>

[ii] <http://www.dea.gov/docs/2015%20NDTA%20Report.pdf>

[iii] <http://www.dea.gov/docs/2015%20NDTA%20Report.pdf>

[iv] See Gila County Threat Assessment.pdf

[v] <https://www.justice.gov/archive/ndic/pubs22/22486/cannabis.htm>

[vi] <http://www.dea.gov/docs/2015%20NDTA%20Report.pdf>

[vii] See Gila County Threat Assessment.pdf

Project Summary

Provide a summary of the program the ACJC grant funds will support. Include how the program addresses the problem in the community, what services are provided, the population served, why it is important, and how it is unique. *Response is limited to 7,000 characters, including spaces.*

Enter narrative below:

Project Summary

Task Force Program

The Gila County Drug, Gang, and Violent Crimes Task Force is an important and unique entity within Gila County because the Task Force brings intelligence, law enforcement agencies, tools, and needed personnel together to complete and prosecute cases that would otherwise go uninvestigated. The Task Force is an aggressive entity that takes charge of investigations dealing with the enforcement of drug, gang, and violent crimes.

Multi-Agency/Multi-Jurisdictional Unit

The Task Force leads this effort by working with every law enforcement officer in Gila County.

For example the Task Force:

- Responds to the investigative needs of Departments[1] where there are insufficient criminal investigators in their agencies.
- Conducts warrant roundups for drug and violent crime offenders[2].
- Coordinates criminal interdiction details of the major drug corridor routes consisting of U.S. Hwy 60 and 188 and State Routes 70, 77 and 87[3].

Task Force Activities

Interdiction

The daily operations include north and southbound interdiction efforts dictated by actionable intelligence and focuses on arrest operations, prosecutions, and appropriate civil sanctions.

Education

Education is a key component in curbing the use and abuse of illicit drugs. The Task Force coordinates with several agencies:

- Providing drug awareness education and K-9 demonstrations throughout Gila County, Pinal County, the San Carlos Apache Reservation and the Tonto Apache Reservation[4].
- Raising awareness of substance abuse, substance-abuse prevention, treatment programs, and programs offered through law enforcement along with the criminal justice system within our communities.
- Reaching both adult and juvenile populations[5].

Collecting and destroying prescription medications

The Task Force has collaborated with the Crossing Hospice Care Center since 2011, picking up narcotic medications from patients that have recently passed away. In prior investigations, the Task Force found that the narcotic medications of the deceased patients were ending up on the streets. The Task Force is continuing the collaborative efforts in collecting and destroying the prescription medications.

Task Force Capacity

The Task Force is overseen by a three member Task Force board consisting of the Gila County Sheriff, the Director of the Arizona Department of Public Safety and the Gila County Attorney. The Gila County Sheriff's Office (GCSO) is the umbrella agency and handles the administrative and financial operations of the Task Force. It is comprised of a Task Force Commander (GCSO), a Sergeant (AZ DPS), six detectives (3 AZ DPS, 3 GCSO) and two K-9 units (GCSO) which are based out of Globe and Payson. The Gila County Attorney's Office has a prosecutor assigned to all the cases maintaining a strong working relationship. The Task Force serves an

approximate population of 54,000 people encompassing approximately 4,760 square miles.

Sustainability Plan

The Task Force has developed a sustainability plan in the event of changes with financial impact to the life of the grant project. The long term vision of the Task Force is to branch into a larger multi-agency task force, with more federal agency partnerships, and to include an assigned analyst. The sustainability plan includes learning to identify new funding streams from within our collaborative partnerships to augment related expenses of the grant project. All practices of the Task Force are evaluated monthly, in terms of financial impact and importance to the program operation and its overall success. This is done to identify future improvement, and monitor budget line items. Personnel in the grant have received continuous training from AZ POST and other outside agencies which is critical in the sustainability of the grant project.

Evidence Based

Gila County's quarterly highlights^[6]:

- August 2014: the Task Force in collaboration with AZ DPS conducted a traffic stop on a truck at milepost 252 on U.S. Highway 60. During the investigation, a Task Force K-9 conducted a drug sniff and alerted to the truck. A search of the vehicle revealed a false compartment built into the cab area of the truck with (102) pounds of marijuana (street value \$81,600.00). Marijuana and the truck were seized. Information from the investigation was passed on to the United States DEA and St. Paul/Minneapolis Minnesota Drug Task Force.
- November 2014: the Task Force in collaboration with Navajo County Sheriff's Office Major Crime Apprehension Team, Gila County Attorney's Office, Gila County Sheriff's Office, Globe Police Department, San Carlos Apache Police Department and San Carlos Apache Wildlife and Recreation Law Enforcement Division conducted an investigation into two residences involved in the distribution of methamphetamines. Two search warrants were executed and (12) suspects were arrested for possession of dangerous drugs for sale, possession of drug paraphernalia, and possession of marijuana and child abuse. Seized were Methamphetamines (33 grams, street value \$3,300.00), marijuana (3.7 grams, street value \$80.00) and numerous items of drug paraphernalia.
- March 2015: the Task Force in collaboration with AZ DPS conducted a traffic stop on a truck at milepost 170 on State Route 77. During the investigation, a Task Force K-9 conducted a drug sniff and alerted to the truck. A search was conducted and marijuana was seized (182 pounds, street value \$145,600.00), along with the truck and \$3,093.00 in currency. Information from the traffic stop was passed on to the United States DEA and the Omaha Nebraska narcotics unit.
- May 2015: the Task Force in conjunction with AZ DPS and the Gila County Sheriff's Office conducted an investigation of an indoor marijuana cultivation site at a residence in Tonto Basin, Arizona. A search warrant was executed on the residence and (221) marijuana plants were seized along with approximately \$4,000 dollars in grow equipment. Two suspects were arrested. Information from this investigation was passed on the United States DEA and the Payson Arizona Police Department.

[1] Globe Police Department, Miami Police Department, Hayden Police Department, San Carlos Apache Tribal Police Department, San Carlos Apache Recreation and Wildlife Law Enforcement Division and Tonto Apache Tribal Police Department

[2] Warrant roundups for drug and violent crime offenders: Arizona Department of Public Safety, Gila County Sheriff's Office, Gila County Adult and Juvenile Probation, Globe Police Department, Miami Police Department, Hayden Police Department, Payson Police Department, San Carlos Apache Tribal Police Department, San Carlos Apache Recreation and Wildlife Law Enforcement Division, Tonto Apache Tribal Police Department, United States Forest Service and the United States Marshall's Office.

[3] Conducts criminal interdiction details of the major drug corridor routes: Arizona Department of Public Safety, Gila County Sheriff's Office, Globe Police Department, Hayden Police Department, Miami Police Department, Payson Police Department, Phoenix Police Department, United States Drug Enforcement Administration, United States Forest Service, San Carlos Apache Tribal Police Department, San Carlos Apache Recreation and Wildlife Law Enforcement Division, Tonto Apache Tribal Police Department.

[4] Providing drug awareness to: Community Bridges, Gila County Attorney's Office, Boys and Girls Club, Community Civic Organizations, Gila County and San Carlos School Districts.

[5] School districts, Community Bridges, Boys and Girls Clubs of America, and the Arizona Youth Partnership.

[6] http://www.azcjc.gov/ACJC.Web/Pubs/Home/EDGE_Report_2015.pdf

Project Collaboration

Programs must demonstrate a strong collaborative effort in *each* of these areas: law enforcement, prosecution, service providers, community organizations and other social service agencies. List the public and private organizations your agency collaborates with in connection with your grant (excluding participating agencies already identified in the 'General Information' section).

Enter narrative below:

Local Agencies

Apache County Sheriff's Office - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that may be conducive to furthering cases involving drug, warrants and marijuana cultivation.

Apache County Accent - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that may be conducive to furthering cases involving drug, warrants and marijuana cultivation.

Apache Junction Police Department - - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that may be conducive to furthering cases involving drug, and warrants

Chandler Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering case involving drugs, narcotic reversals, and warrants. K-9 training is also coordinated between Chandler Police Department and the Task Force

Coolidge Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that may be conducive to furthering cases involving drug, and warrants.

Gila County Attorney's Office - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates and promotes the legal interest of the county and promotes public safety by sharing the legal ramifications for drug abuse offenders in our communities. The Gila County Attorney's Office handles all prosecutions, asset forfeiture and contracts to suspects used in case investigations along with legal opinions in coordination with the Task Force on case investigations.

Gila County Attorney's Office Diversion Division - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates knock and talks and search warrants activities during their home diversion visits of suspects on the diversion program.

Gila County Adult Probation Department – The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with probation personnel on home visits and intelligence reference to subject(s) who are on probation and who may be involved in current criminal activity.

Gila County Juvenile Probation Department – The Gila County Drug, Gang, and Violent Crimes Task Force K-9 Unit collaborates with the detention staff on random K-9 narcotic sniffs of the detention center and juvenile housing areas.

Gila County Sheriff's Office – The Gila County Drug, Gang, and Violent Crimes Task Force coordinates investigations and assists in providing resource information to trustees about support and staying away from drugs once they are released. Additionally, they survey trustees on the familiarity with drugs, drug abuse and drug accessibility in the communities to help define which areas the Task Force needs to focus on for future programs and investigations.

Gilbert Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering case involving drugs, narcotic reversals, and warrants.

Glendale Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering case involving drugs, narcotic reversals, and warrants.

Globe Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering case involving drugs, narcotic reversals, and warrants. The Globe Police Department is an active participant in daily case investigations.

Globe Fire Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates efforts in K-9 training and certification for their Arson K-9 program.

Graham County Sheriff's Office - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering case involving drugs, narcotic reversals, and warrants.

Hayden Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering case involving drugs, narcotic reversals, and warrants.

Maricopa County Sheriff's Office - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that may

be conducive to furthering cases involving drug, warrants and marijuana cultivation.

Mesa Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering case involving drugs, narcotic reversals, and warrants.

Miami Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering case involving drugs, narcotic reversals, and warrants. The Miami Police Department is an active participant on daily case investigations.

Navajo County Sheriff's Office- The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering case involving drugs, narcotic reversals, and warrants.

Navajo County MCAT- The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that may be conducive to furthering cases involving drug, warrants and marijuana cultivation.

Payson Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering case involving drugs, narcotic reversals, and warrants. The Payson Police Department is an active participant on daily case investigations.

Pima County Sheriff's Department -- - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering case involving drugs, narcotic reversals, and warrants.

Pinal County Attorney's Office - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering cases involving drugs and warrants.

Pinal County Sheriff's Office -- The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering case involving drugs, narcotic reversals, and warrants.

Phoenix Police Department Narcotics/Criminal Investigation Division - The Gila County Drug, Gang, and Violent Crimes Task Force join forces to gather intelligence, creating a data base on suspects involved in marijuana cultivation, and drug activity in the Phoenix metropolitan area with a nexus to Gila County. The Phoenix Police Department is also an active participant on a daily case investigation.

Phoenix Police Department Fugitive Task Force - The Gila County Drug, Gang, and Violent Crimes Task Force teams up with the Phoenix Police Department Fugitive Task Force with intelligence on wanted suspects that have a nexus to the Gila County area.

Safford Police Department -- The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering case involving drugs, narcotic reversals, and warrants.

Santa Cruz County Sheriff's Office - - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering case involving drugs, narcotic reversals, and warrants.

Show Low Police Department- The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering case involving drugs, narcotic reversals, and warrants.

Snowflake/Taylor Police Department- The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering case involving drugs, narcotic reversals, and warrants.

Superior Police Department- The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering case involving drugs, narcotic reversals, and warrants.

Yavapai County Sheriff's Office- The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering case involving drugs, narcotic reversals, and warrants.

Yavapai County PANT- The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that may be conducive to furthering cases involving drug, warrants and marijuana cultivation.

State Agencies

Arizona Attorney General's Office Asset Forfeiture Unit - The Gila County Drug, Gang, and Violent Crimes Task Force works in partnership with Arizona Attorney General Forfeiture Unit in processing asset forfeiture cases that may not be able to be handled at the county level.

Arizona Department of Child Protective Services - The Gila County Drug, Gang, and Violent Crimes Task Force works in cooperation with the Arizona Department of Child Protective Services in Gila County to facilitate their case work as well as new drug cases that may involve juvenile(s) in a dangerous or violent atmosphere.

Arizona Department of Corrections Services - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates intelligence on gang members in the Gila County areas well as suspect(s) housed in the Gila County Sheriff's Jail and/or the Arizona Department of Corrections Prison Globe Complex.

Arizona Department of Liquor Control - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates and collaborates on investigations involving narcotics and liquor violations along with intelligence that is generated through these investigations.

Arizona Department of Public Safety Highway Patrol Division Services - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates efforts with narcotic interdictions through their K-9 units and uniform personnel working the major thoroughfares such as US Highway 60, US Highway 70, State Route 77, State Route 87, State Route 188 and State Route 288.

Arizona Department of Public Safety GIITEM Services - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any identified intelligence on gang members in the Gila County area as well as suspect(s) housed in the Gila County Sheriff's Jail and/or the Arizona Department of Corrections Globe Prison Complex.

Arizona Department of Public Safety Special Operations Unit/Explosive Ordinance Division/Criminal Investigations Division Services - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the Maricopa County Sheriff's Clandestine Drug Lab Task Force, D.E.A., and the Arizona Department of Public Safety reference to meth lab investigations. The Task Force also provides instruction on clandestine meth lab entries during the Arizona Department of Public Safety SWAT School. The Arizona Department of Public Safety is also an active participant on daily case investigations.

HIDTA-Phoenix Services - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates' information gathered on any criminal activity in and outside of the Gila County area.

RISSAFE Services - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates' information gathered on any criminal activity in and outside of Gila County area.

Out of State Agencies

Alamogordo Police Department, Alamogordo, New Mexico - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdictions, and controlled drug deliveries in their area.

Albuquerque Police Department, Albuquerque, New Mexico - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdictions, and controlled drug deliveries in their area.

Bernalillo County Sheriff's Office, Albuquerque, New Mexico- The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdictions, and controlled drug deliveries in their area.

Cincinnati Police Department, Cincinnati Ohio- The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdictions, and controlled drug deliveries in their area.

Durango Police Department, Durango Colorado- The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdictions, and controlled drug deliveries in their area.

Hoke County Sheriff's Office, Hoke County, North Carolina- The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdictions, and controlled drug deliveries in their area.

Kansas City Police Department, Kansas City, Kansas- The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdictions, and controlled drug deliveries in their area.

Kansas City Police Department, Kansas City, Missouri- The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdictions, and controlled drug deliveries in their area.

New Mexico State Police - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdictions, and controlled drug deliveries in their area.

Otero County Sheriff's Office, Alamogordo, New Mexico- The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdictions, and controlled drug deliveries in their area.

Otero County District Attorney's Office, Alamogordo, New Mexico-The Gila County Drug, Gang and Violent Crimes Task Force collaborates with intelligence, expert testimony, involving cases that involve suspect from their area.

Federal Agencies

Alliance to Combat Transnational Terrorism – The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdiction, human trafficking interdictions, and controlled drug deliveries that have a nexus to the United

States/Mexico border

Arizona HIDTA – The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence and dissemination of secure, accurate and timely intelligence

Arizona HiDTA/Domestic Highway Enforcement- The Gila County Drug, Gang, and Violent Crimes Task Force provides support in a collaborated effort in criminal interdiction operations/initiatives and provide the intelligence data to enhance the efforts to target and interdict smuggling and transportation operations

Bureau of Indian Affairs Criminal Investigation Division - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdictions, and controlled drug deliveries in their area.

Drug Enforcement Administration - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the D.E.A during marijuana cultivation/eradication investigations.

San Carlos Apache Tribal Police Department, San Carlos, Arizona- The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering cases involving drugs, gangs, warrants and marijuana cultivation

San Carlos Apache Recreation and Wildlife Law Enforcement Division, San Carlos, Arizona- The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering cases involving drugs, gangs, warrants and marijuana cultivation

Tonto Apache Tribal Police Department, Payson, Arizona – The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering cases involving drugs, gang, warrants and marijuana cultivation

White Mountain Apache Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering cases involving drugs, gangs, warrants and marijuana cultivation

Alcohol, Tobacco, Firearms and Explosives Department - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence sharing reference to ongoing and current trends in weapon violation, explosive violations and case law. They also provide ongoing K-9 Explosive Detection training for the (2) explosive detection K-9's assigned to the Task Force and the Gila County Sheriff's Office.

United States Border Patrol - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the Border Patrol with intelligence on border crossing suspects and providing training on clandestine labs.

United States Federal Bureau of Investigations – The Gila County Drug, Gang, and Violent Crimes Task Force collaborates operations on the White Mountain Apache Indian Reservation on gang and violent crime investigations

United States Forest Service - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the Forest Service during marijuana cultivation/eradication investigations

United States Immigration and Customs Enforcement - The Gila County Drug, Gang, and Violent Crimes Task Force coordinate with I.C.E. Agents on undocumented alien detention, intelligence, and identification.

United States Marshall's Fugitive Task Force - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the Fugitive Task Force in tracking down wanted suspects and intelligence on subjects who may be associated.

Schools

The Gila County Drug, Gang, and Violent Crimes collaborates with all the schools listed in conducting drug awareness presentations, K-9 demonstrations, and K-9 sniff's for contraband on a continuing basis.

Charles Bejarano Elementary School, Miami, Arizona

Copper Rim Elementary School, Globe, Arizona

Destiny Elementary School, Globe, Arizona

Globe High School, Globe, Arizona

Hayden Elementary School, Winkelman, Arizona

Hayden Junior High School, Winkelman, Arizona

Hayden High School, Winkelman, Arizona

High Desert Junior High School, Globe, Arizona

Lee Kornegay Junior High School, Miami, Arizona

Liberty High School, Globe, Arizona

Miami High School, Miami, Arizona

Tonto Basin Elementary School, Tonto Basin, Arizona

Payson High School, Payson, Arizona

Pine/Strawberry Elementary/Middle School, Pine, Arizona

San Carlos Apache Junior High School, San Carlos, Arizona

San Carlos Apache High School, San Carlos, Arizona

St. Charles Parochial School, San Carlos, Arizona

Young Elementary, Middle, High School, Young, Arizona

Other Organizations

Arizona Public Service, Globe, Arizona - The company provides the Gila County Drug, Gang ,and Violent Crimes Task Force with information on possible drug activity they may become aware of during their call for service.

Cobre Valley Regional Medical Center, Globe, Arizona - This local hospital provides patients with resources on drug abused as well as insight to the Task Force about what sorts of drugs they are seeing patients deal with.

Community Bridges Drug, and Alcohol Rehabilitation Globe and Payson, Arizona- This organization collaborates with the Task Force in providing educational efforts and quality treatment for substance abuse disorder. Recovering addicts share their stories during drug awareness presentations to help draw a clear picture for the attendees about the different stages of addiction and recovery. They also survey their intake patients and provide data on what sorts of drugs are being used in our communities and how accessible the drugs are.

Freeport McMorhan Copper and Gold Mine, Miami, Arizona - The Gila County Drug, Gang and Violent Crimes Task Force provides drug awareness training and K-9 detection training/drug sniff for any contraband in their facility upon request.

Payson Regional Medical Center, Payson, Arizona - This local hospital provides patients with resources on drug abused as well as insight to the Task Force about what sorts of drugs they are seeing patients deal with.

Southwest Gas Company, Globe, Arizona - The company provides the Gila County Drug, Gang and Violent Crimes Task Force with information on possible drug activity they may become aware of during their call for service.

Describe in detail a recent collaboration, other than a service referral, involving one or several of the agencies listed above. Discuss the purpose of the collaboration, your agency's contribution to process and the outcomes. *Response is limited to 4,000 characters, including spaces.*

Enter narrative below:

In March 2016, the Gila County Drug, Gang, and Violent Crimes Task Force consisting of detectives from the Arizona Department of Public Safety and the Gila County Sheriff's Office in a collaborated effort with the Arizona Department of Public Safety Highway Patrol division conducted a traffic stop on Highway 70 in Southern Gila County. During the investigation and search of the vehicle, (40) grams of methamphetamines, (5) grams of marijuana and various items of drug paraphernalia were located. The methamphetamines had a street value of \$4,000.00. The vehicle and the drugs were seized and one suspect was arrested on various drug charges. Information from the investigation was passed on to the Arizona Department of Public Safety GIITEM Task Force, the San Carlos Apache Tribal Police Department and the Bureau of Indian Affairs Drug Enforcement Division.

In February 2016, the Gila County Drug, Gang, and Violent Crimes Task Force consisting of detectives from the Arizona Department of Public Safety and the Gila County Sheriff's Office in collaboration with the Gila County Sheriff's Office through intelligence sharing, conducted an investigation on an individual trafficking in methamphetamines in Northern Gila County. In a coordinated effort between the Arizona Department of Public Safety Special Operations Unit, Arizona Department of Public Safety Flagstaff Narcotics Unit, Arizona Department of Public Safety GIITEM, and the Gila County Sheriff's Office a search warrant was executed at a residence in northern Gila County. During the investigation, (68.4) grams of methamphetamines, (491) narcotic prescription pills, (39) weapons, and \$9409.00 in U.S. currency along with numerous drug paraphernalia items were seized. The methamphetamines had a street value of \$3,888.00 and the narcotic prescription pills had a street value of \$14,730.00. One suspect was arrested on various drug and weapon charges.

In February 2016, the Gila County Drug, Gang, and Violent Crimes Task Force consisting of detectives from the Arizona Department of Public Safety and the Gila County Sheriff's Office in a collaborated effort with the Arizona Department of Public Safety Highway Patrol division conducted a traffic stop on a vehicle on Highway 260 in northern Gila County. A task force canine alerted to the presence of a drug odor emitting from the vehicle. During a search of the vehicle, a false compartment was located and (37) pounds of marijuana was located. The marijuana had a street value of \$29,600.00. The marijuana and the vehicle were seized and the one suspect was arrested on various drug charges. Information from the investigation was passed on to the United States Drug Enforcement Administration and the drug task force in the state that the marijuana was being transported to.

In January 2016, the Gila County Drug, Gang, and Violent Crimes Task Force consisting of detectives from the Arizona Department of Public Safety and the Gila County Sheriff's Office in a collaborated effort with the Gila County Sheriff's Office conducted a traffic stop on a vehicle on Highway 60 in southern Gila County. A task force canine alerted to the presence of a drug odor emitting from the vehicle. During the search of the vehicle and suspects, (28.2) grams of heroin and various drug paraphernalia items were located and seized. Two suspects were arrested on various drug charges and information from the investigation was passed on to the United States Drug Enforcement Administration and the drug task force in the jurisdiction to where the heroin had been purchased from.

In December 2015, the Gila County Drug, Gang, and Violent Crimes Task Force consisting of detectives from the Arizona Department of Public Safety and the Gila County Sheriff's Office received intelligence from the Navajo County Sheriff's Office "MCAT" reference to a drug investigation that was being conducted in Navajo County. Intelligence from the investigation lead to a collaborated effort and a traffic stop being conducted in southern Gila County by a canine unit from the Gila County Sheriff's Office and detectives from the Gila County Drug, Gang, and Violent Crimes Task Force. During a search of the vehicle, (62) grams of marijuana, (4) grams of hash oil (BHO) and various items of drug paraphernalia were seized along with \$1201.00 in U.S. currency. One suspect was arrested on various drug charges and the intelligence from this investigation was passed on to Navajo County Sheriff's Office "MCAT".

In December 2015, the Gila County Drug, Gang, and Violent Crimes Task Force consisting of detectives from the Arizona Department of Public Safety and the Gila County Sheriff's Office in collaboration with the Gila County Sheriff's Office and the Miami Police

Department conducted an intelligence sharing based investigation on a subject with a felony absconder warrant out of the Arizona Department of Corrections. This suspect had ties to a local organized criminal street gang as well as the Mexican Mafia criminal organization. The suspect had made multiple threats of violence toward law enforcement and had threatened to “kill a cop” when he was arrested. In a coordinated effort between the task force and the Gila County Sheriff’s Office the suspect was arrested on the warrant along with weapons violations at a residence in southern Gila County. A second suspect also arrested on hindering prosecution charges.

In December 2015, the Gila County Drug, Gang, and Violent Crimes Task Force consisting of detectives from the Arizona Department of Public Safety and the Gila County Sheriff’s Office received intelligence from the Tonto Apache Tribal Police Department of two subjects attempting to cash fraudulent checks at the Matazal Casino on the Tonto Apache Indian Reservation. In a coordinated effort between the Gila County Drug, Gang, and Violent Crimes Task Force, Payson Police Department and the Tonto Apache Tribal Police Department a traffic stop was conducted on Highway 87 in northern Gila County. During the investigation, various items of drug paraphernalia items were seized along with computer equipment used to forge fraudulent check and identification cards. Two suspects were arrested on various drug charges along with fraudulent schemes and artifices. Information from the investigation revealed the suspects were committing the same type of crimes in Arizona, California and New Mexico. Intelligence gathered was passed on to various law enforcement agencies in those perspective areas.

In September 2015, the Gila County Drug, Gang, and Violent Crimes Task Force consisting of detectives from the Arizona Department of Public Safety and the Gila County Sheriff’s Office in collaboration with the Arizona Department of Public Safety GIITEM Unit and the Gila County Sheriff’s Office conducted an intelligence base investigation into a drug smuggling organization transporting drugs through Gila County to Northern Arizona. A traffic stop was conducted on Highway 60 in southern Gila County and during the investigation, various items of drug paraphernalia items were seized along with (84.1) grams of methamphetamines that was found in a hidden compartment in the dash board. Three suspects were arrested on various drug charges. Information from the investigation was passed onto the Arizona Department of Public Safety GIITEM Unit, White Mountain Apache Tribal Police and the San Carlos Apache Police Department.

In August of 2015, the Gila County Drug, Gang, and Violent Crimes Task Force consisting of detectives from the Arizona Department of Public Safety and the Gila County Sheriff’s Office in a collaborated intelligence sharing investigation with the Gila County Sheriff’s and the Globe Police Department. A traffic stop was conducted in a residential area in southern Gila County. During the investigation, (5) stolen weapons were recovered from a recent burglary as well as narcotics pills and various drug paraphernalia items were seized. Three suspects were arrested on various drug charges, weapons charges as well a burglary. Information from this investigation was passed on to Gila County Sheriff’s Office, Globe Police Department, and Hayden Police Department as well the Payson Police Department.

Evaluation Plan

How will you evaluate the effectiveness of the program activities? *Response is limited to 4,000 characters, including spaces.*

Enter narrative below:

Each month, the Gila County Drug, Gang, and Violent Crimes Task Force Commander will compile statistical data filled out by each detective on a task force generated “Alliance Report” form. The “Alliance Report” has the pertinent information from the case investigation along with the information as to the suspect(s) and any type of illicit drug, property, weapons or U.S. currency that is seized. Each “Alliance Report” also has a narrative as to the investigation. The computer generated information will be summarized onto a monthly report and the monthly reports will be reported back to the Arizona Criminal Justice Commission in an on-line quarterly report.

The Gila County Drug, Gang, and Violent Crimes Task Force personnel will meet monthly to discuss the statistical data to be reported and where that data stands with our goals and objectives to interdict, assist, initiate and prosecute cases. Also during these meetings, informant case status will be discussed to determine if any new informants are being utilized or the need to deactivate old informants due to inactivity.

The Gila County Drug, Gang, and Violent Crimes Task Force, in collaboration with community civic organizations, evaluate the drug awareness presentations by taking surveys from the different groups that receive presentations. The Community Bridges Drug and Alcohol Rehabilitation in coordination with the Gila County Drug, Gang, and Violent Crimes Task Force will continue providing an alternative for suspects such as rehabilitation, in lieu of prosecution in the courts when the situation is feasible, as well as conducting presentations. The Task Force personnel will document all the information received and the number of attendees which is documented

Goal: To reduce or disrupt the flow of illicit drugs imported, transported, and sold in the community.

Objectives (please complete at least 1):

Description	%	#	Performance Measure
1.1 Increase Arrest for importing/transporting of illicit drugs	%	35	Number of arrest for transport/import of drugs
1.2 Increase arrest for the distribution of illicit drugs	%	25	Number of arrests for distribution/sale of drugs
	%	45	Number of arrest for buying and receiving drugs
1.3 Disrupt methamphetamine labs	%	80	Number of methamphetamine related investigations
	%	1	Number of clandestine labs seized
	%	1	Number of methamphetamine dump site discovered
	%	1	Number of methamphetamine sites referred from mitigation/cleanup
1.4 Eradicate marijuana grows	%	12	Initiate investigations and arrests on suspects cultivating
	%	6	Number of indoor marijuana grows
	%	10	Number of outdoor marijuana grows
1.5 Disrupt or dismantle drug trafficking organizations	%	6	Number of D.T.O.'s disrupted
	%	6	Number of D.T.O.'s dismantled
1.6 Arrest members of criminal street organizations	%	30	Number of arrest for criminal street gang members
1.7 Increase number for prescription drug sale	%	10	Number of arrest for distribution/sale of prescription drugs
	%	25	Number of arrest for buy and receiving prescription drugs
	%	25	Number of arrest for possession of prescription drug

Goal: Strengthen collaborative partnerships between federal, tribal, state, local law enforcement and prosecutorial agencies.

Objectives (please complete at least 1):

Description	%	#	Performance Measure
2.1 Conduct coordination or collaboration activities with other agencies	%	20	Number of deconfliction events
	%	15	Number of tips/lead referred to other task forces
	%	3	Number of counter terrorism referrals
	%	10	Number of drug-endangered child referrals or calls to Arizona Department of Child Safety
	%	50	Number of drug interdiction activity assists
2.2 Conduct intelligence-driven collaborative investigations	%	20	Number of intelligence-driven collaborative investigations
	%	20	Number of intelligence-driven investigations resulting in arrests
	%	20	Number of intelligence-driven investigations resulting

			in drug seizures
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Goal: Coordinate training/education programs with the partnerships between federal, tribal, state, local law enforcement, prosecutorial agencies, community organizations and educational facilities

Objectives (please complete at least 1):

Description	%	#	Performance Measure
3.1 Conduct, coordination, and collaborative presentations with other law enforcement agencies	%	10	Number of training provided to law enforcement/prosecutorial agencies
3.2 Conduct, coordination and collaborative presentations with community organizations	%	9	Number of training provided to community/civic organizations
3.3 Conduct, coordination, and collaborative presentations with educational facilities	%	8	Number of presentations provided to educational facilities

Personnel

Enter narrative below:

The Gila County Drug, Gang, and Violent Crimes Task Force consists of: (1) Commander, (1) Sergeant, (5) Detectives and (1) Administrative Assistant. Please see attached job descriptions

Full Time/Part Time

Position Title	# Pos (FTE)	Annual Salary	Subtotal Salary	ERE Rate	ERE Subtotal	Total
Commander	1	\$77,374.00	\$77,374.00	66.16%	\$51,190.64	\$128,564.64
Sergeant	1	\$60,591.91	\$60,591.91	69.63%	\$42,190.15	\$102,782.06
Detective	1	\$50,473.00	\$50,473.00	72.16%	\$36,421.32	\$86,894.32
Detective	1	\$49,623.08	\$49,623.08	72.42%	\$35,937.03	\$85,560.11
Detective	1	\$49,384.43	\$49,384.43	72.5%	\$35,803.71	\$85,188.14
Detective	1	\$49,152.00	\$49,152.00	71.89%	\$35,335.37	\$84,487.37
Detective	1	\$48,544.00	\$48,544.00	72.77%	\$35,325.47	\$83,869.47
Administrative Assistant	1	\$37,177.52	\$37,177.52	38.34%	\$14,253.86	\$51,431.38
					Salary Subtotal: \$422,320.00	
					ERE Subtotal: \$286,458.00	
					Total: \$708,778.00	

Overtime

Position Title	Hours	Hourly Wage	Subtotal Wages	ERE Rate	ERE Subtotal	Total
					Wages Subtotal: \$0.00	
					ERE Subtotal: \$0.00	
					Total: \$0.00	

ERE Breakdown

Enter narrative below:

ERE Breakdown

Commander Position	\$77,374.00		Sergeant Position	\$60,591.91
Health Insurance (\$7,092.35/annually)	9.17%		Health Insurance (\$7,659.12/annually)	12.64%
Deputies Retirement	46.69%		Deputies Retirement	46.69%
FICA/Medicare	7.65%		FICA/Medicare	7.65%
Deputies Workman's Comp	2.65%		Deputies Workman's Comp	2.65%
Total ERE	66.16%		Total ERE	69.63%
Detective Position	\$50,473.00		Detective Position	\$49,623.08
Health Insurance (\$7,659.12/annually)	15.17%		Health Insurance (\$7,659.12/annually)	15.43%
Deputies Retirement	46.69%		Deputies Retirement	46.69%
FICA/Medicare	7.65%		FICA/Medicare	7.65%
Deputies Workman's Comp	2.65%		Deputies Workman's Comp	2.65%
Total ERE	72.16%		Total ERE	72.42%
Detective Position	\$49,384.43		Detective Position	\$49,152.00
Health Insurance (\$7,659.12/annually)	15.51%		Health Insurance (\$7,322.12/annually)	14.90%
Deputies Retirement	46.69%		Deputies Retirement	46.69%
FICA/Medicare	7.65%		FICA/Medicare	7.65%
Deputies Workman's Comp	2.65%		Deputies Workman's Comp	2.65%
Total ERE	72.50%		Total ERE	71.89%
Detective Position	\$48,544.00		Administrative Assistant Position	\$37,177.52
Health Insurance (\$7,659.12/annually)	15.78%		Health Insurance (\$7,084.69/annually)	19.06%
Deputies Retirement	46.69%		Retirement	11.48%
FICA/Medicare	7.65%		FICA/Medicare	7.65%
Deputies Workman's Comp	2.65%		Workman's Comp	0.16%
Total ERE	72.77%		Total ERE	38.34%

Consultant/Contractual Services

Enter narrative below:

Expense Type	Hours	Rate	Total
			Total: \$0.00

Travel (In State)
Enter narrative below:

Expense Type	Units	Amount	Total
			Total: \$0.00

Travel (Out of State)
Enter narrative below:

Expense Type	Units	Amount	Total
			Total: \$0.00

Confidential Funds
Enter narrative below:

Expense Type	Amount	Total
		Total: \$0.00

Other Operating Expenses
Enter narrative below:

Expense Type	Type	Quantity	Each	Total
				Supplies Subtotal: \$0.00
				Registration/Training Subtotal: \$0.00
				Other Subtotal: \$0.00
				Total: \$0.00

Equipment Purchases
Enter narrative below:

Expense Type	Type	Quantity	Each	Total
				Capital Subtotal: \$0.00
				Non-Capital Subtotal: \$0.00
				Total: \$0.00

If matching funds are required for this grant program, provide a description of what funds will be used as the required match.
General fund will provide any match to this grant.

Total Project Cost

State: \$248,072.00 Federal: \$283,511.00 Match: \$177,195.00 Grand Total: \$708,778.00

Financial Capacity

Will ACJC funds be used as matching funds for other grant program(s)? No
If yes, please list the name(s) of the grant program and funding agency.

Audit Requirements

Provide the date of your last financial audit (A-133 or independent audit).
6/5/2013

Did the audit result in finding listed in the Schedule of Findings and Questioned Costs?
Yes

Policies & Procedures

Does the organization maintain policies which include procedures for assuring compliance with the terms of the grant award?
Yes

Does the organization maintain written codes of conduct for employees?
Yes

Does the organization maintain written procurement policies and procedures?
Yes

Accounting System

Is there a separate account maintained for grant funds?
Yes

How frequently does posting to the General Ledger occur?
Daily

Does the accounting system completely and accurately track the receipt and disbursements of funds by each grant or funding source?
Yes

Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?
Yes

Internal Controls

Are time and effort distribution reports maintained for employees working fully or partially on grant programs and account for 100% of each employee's time?

Yes

Are employee time sheets supported by appropriately approved/signed documents?

Yes

Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?

Yes

Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment, and the preparation of payroll?

Yes

Are all accounting entries and payments supported by source documentation?

Yes

Does the organization have adequate staff to comply with the terms of the grant agreement?

Yes

Are the officials of the agency bonded or covered by a liability policy?

Yes

Please upload any additional documentation here. You may upload multiple files if necessary.

NOTE:

Non-profit organizations can demonstrate its non-profit status in any one of four methods. Please attach one of the following to this application:

1. Submission of proof of 501(c)(3) status from the Internal Revenue Service.
2. Submission of a statement from the state taxing authority or state Secretary of State, or other similar official certifying that the organization is a non-profit operating within the state, and that no part of its net earnings may lawfully benefit any private shareholder or individual.
3. Submission of a certified copy of the applicant's certificate of incorporation or similar document.
4. Submission of any item above, if that item applies to a state or national parent organization, together with a statement by the state or parent organization that the applicant is a local nonprofit affiliate.

Max size per upload 10MB.

[Gila County Attorney's Office Commitment Letter.pdf](#)

[Gila County Sheriff's Office Commitment Letter.pdf](#)

[Globe PD Letter of Participation.pdf](#)

[Miami PD Letter of Participation.pdf](#)

[San Carlos Apache Tribe Recreation and Wildlife Department Letter of Participation.pdf](#)

[White Mountain Apache Tribal Police Letter of Participation.pdf](#)

[DEA PHX Field Division Participation Letter.pdf](#)

[Edge Report 2015 Gila County.pdf](#)

[ACJC Sustainability Plan 2016-17 For Gila County Drug, Gang and Violent Crimes Task Force.docx](#)

[A-133 Audit.pdf](#)

[Gila County Single Audit FY12-1.pdf](#)

[A-133_email.docx](#)

[Task Force Commander job description.pdf](#)

[Task Force Sergeant job description.pdf](#)

[Task Force Detective job description.pdf](#)

[Administrative Assistant Task Force.doc](#)

[ERE Breakdown FY17.docx](#)

[Copy of Budget Worksheet FY17.xlsx](#)

[Copy of Gila County Threat Assessment.xlsx](#)

Special Conditions

1. ACJC grant funds shall not be used to supplant federal, state, county, or local funds that would otherwise be made available for such purposes.
2. The applicant shall operate in a manner consistent with, and in compliance with, the provisions and stipulations of the approved grant application and agreement.
3. The applicant agrees that ACJC grant funds are not to be expended on any indirect costs that may be incurred in administering the funds.
4. The applicant agrees that payment obligation is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation.
5. The applicant agrees to provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management, and the efficient disbursement of grant funds. In addition, agrees to retain all books, account reports, files, and other records for a period of five years after the completion of the expiration of the project. All such documents shall be subject to inspection and audit at reasonable times.
6. The applicant agrees to submit financial and activity reports through mechanisms or forms provided and frequency needed to the Commission.
7. The applicant has read and agrees to comply with the requirements concerning program income as set forth in the Office of Justice Programs (OJP) Financial Guide, Chapter 9 Program Income if the program generates or expends program income; has read and agrees to abide by the conditions concerning confidential funds as set forth in the Office of Justice Programs (OJP) Financial Guide Chapter 17 Confidential Funds if grant funds or Anti-racketeering funds (RICO) will be used for this project; and has read and agrees to abide by the requirements of 28 CFR Part 23 if grant funds or anti-racketeering funds (RICO) will be used to support a Criminal Intelligence System.



On behalf of the applicant agency I certify that: I have read and understand the conditions listed above; all the information presented in this application is correct; there has been appropriate coordination with affected agencies; and the applicant agency will comply with the provisions of all applicable laws and conditions if awarded funds.

ARF-3675

Regular Agenda Item 2. G.

Regular BOS Meeting

Meeting Date: 04/19/2016

Submitted For: Jeff Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator

Department: Finance

Fiscal Year: 2016-2017 Budgeted?: Yes

Contract Dates 30 Days from Grant?: No

Begin & End: Commencement
Date in Notice To
Proceed

Matching No Fund?: Renewal
Requirement?:

Information

Request/Subject

Request to Advertise Invitation for Bids No. 031416-Timber Region Asphalt Patching Report.

Background Information

Gila County is responsible for maintaining 765 miles of roadway, including 593 unpaved miles and 13 bridges. Community health and safety are at the forefront of efforts to ensure that roadways and bridges are properly maintained and improved. The following roads are identified in the Gila County Transportation Study as in need of pavement maintenance: Forest Service Road No. 512 (Cherry Creek Hill Area), Hunter Creek Drive, and Colcord Road. The roads are scheduled for a chip seal treatment in the upcoming chip seal season. Prior to that, the roads have areas that require the existing pavement and base course to be removed and a new base course and pavement to be installed. This project has been budgeted in the FY 2016 Transportation Excise Tax Budget.

Evaluation

The work consists of removing existing asphalt and aggregate base material and replacing the removed section with a new 2.5 inch asphalt concrete section, on top of a 4 inch aggregate base course, at various locations on each of the following roads: Forest Service Road No. 512 (Cherry Creek Hill Area), Hunter Creek Drive and Colcord Road. The total estimated quantity of area to be repaired is 3,057 square yards.

Prior to the chip seal coat the areas need to be replaced to ensure the integrity of the chip seal. If not, the chip seal will not last and the areas will continue to degrade.

Conclusion

It's in the best interest of Gila County to repair the areas identified in this request prior to any type of protective surface treatment being applied. It would not be a wise use of funds to chip seal the roads without addressing the areas of needed repair first.

Recommendation

It is the recommendation of the Finance Director and the Public Works Division Director that the Board of Supervisors authorize the advertisement of Invitation for Bids No. 031416 - Timber Region Asphalt Patching project, to be published for two consecutive weeks in the Arizona Silver Belt newspaper.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 031416-Timber Region Asphalt Patching Project. **(Jeff Hessenius and Steve Sanders)**


Attachments

Request to Advertise

Invitation for Bids No. 031416

GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR BIDS

All departments procuring purchases in excess of \$50,000 that requires advertising for bids must follow the Procurement Procedures and must complete Item "I" of this form prior to such purchase. The requesting department is responsible for writing necessary specifications and routing them, including this form and completed Bid Request Form to the Purchasing Department. This Form must be completed and have a copy of the specifications attached before routing begins. All Requests and Specifications will be in accordance with the Arizona Revised Statutes and the latest version of the Gila County Purchasing Policy and Procedures.

IS THIS A REQUEST FOR <i>Check one</i> Bids <u> X </u> Proposals _____ Qualifications _____		REQUEST NUMBER <u> 031416 </u> <i>(For Procurement Use Only)</i>
I. DESCRIPTION: <i>List item(s) to be purchased, purpose, specific summary, estimated cost and funding source.</i>		
FUNDING		PROJECTS: <u>Timber Region Asphalt Patching Project</u>
Fund <u> 6510 </u> Dept No. <u> 341 </u> Program <u> 526 </u> Location <u> 000 </u> Account <u> 4300.80 </u>	Estimated Cost <u>\$92,000</u>	
INTENT To establish a contract with a contractor to perform asphalt patching at different locations on three roads in the Timber Region.		
Signed: <u></u> <i>Elected Official or Department Head</i>		Date <u> 3/15/16 </u>
II. DEPARTMENTAL INFORMATION ONLY: <i>Action Dates</i>		
DATE	Department Receipt <u> 2/4/2016 </u> Presented to Board <u> 4/19/2016 </u> Delivered to Paper <u> 4/20/2016 </u> Advertised From <u> 4/27/2016 </u> Closing Date <u> 5/18/2016 </u> Awarded To _____	Placed on Agenda <u> 3/15/2016 </u> Approved to Call _____ Paper Name <u> Arizona Silver Belt </u> To <u> 5/4/2016 </u> Bid Award Date <u> 6/7/2016 </u> Pre-Bid Meeting Date _____
III. OTHER APPROVAL: <i>Only as necessary</i>		
Department Name: _____		Date _____
Department Head Signature _____		
Department Name: _____		Date _____
Department Head Signature _____		
IV. APPROVED		
Finance Director Signature _____		Date _____

**GILA COUNTY
REQUEST FOR INVITATION FOR BIDS
TIMBER REGION ASPHALT PATCHING PROJECT
BID CALL 031416**

**BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS**



BOARD OF SUPERVISORS
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
John D. Marcanti, Member

COUNTY MANAGER
Don E. McDaniel Jr.

PUBLIC WORKS DIRECTOR
Steve Sanders



**INVITATION FOR BIDS
BID CALL NO. 031416**

Sealed bids will be received by **Gila County Procurement, in the Guerrero Conference Room, 1400 East Ash St., Globe, AZ 85501**, until **4:00 P.M. (AZ Time), Wednesday, May 18, 2016** for the **Timber Region Asphalt Patching Project, GILA COUNTY, ARIZONA, BID NO. 031416** in strict accordance with the rules and regulations of Board approved Policies BOS-FIN-002, BOS-FIN-003 and the Gila County Procurement Group Statement of Operating Procedures. **No bids will be accepted after 4:00 P.M. The Bids will be publicly opened and read aloud at 4:00 P.M., Arizona time, at the location and date listed above.**

All Bids shall be made on the Invitation for Bids forms included in the Contract Documents and shall include all applicable taxes.

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked "**TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA, BID CALL NO. 031416**". All Bids shall be mailed or delivered to the **Gila County Procurement Department, Attention: Jeannie Sgroi, Contracts Administrator, 1400 East Ash St., Globe, AZ 85501**. Gila County Engineering Services and the Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately or sent to the wrong address. The prevailing clock shall be the atomic clock in the Contracts Administrator's office.

Contractors are invited to be present at the opening of bids but absence will not be considered cause for disqualification.

Contractors shall be responsible for any licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract.

After the Contractor who is determined to be most advantageous to the county has been selected through the source selection process, negotiations may be conducted for the purpose of developing a recommended Contract for Award.

The Gila County Board of Supervisors reserves the right to reject any or all bids, or to accept any bids, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County.

Dates advertised in the Arizona Silver Belt: **April 27, 2016 and May 04, 2016**

Signed: _____ Date: ____/____/____
Michael A. Pastor, Chairman of the Board of Supervisors

Signed: _____ Date: ____/____/____
**Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney**

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

NOTIFICATION TO BIDDERS

BIDDERS ARE HEREBY NOTIFIED:

1. The bidder must supply all the information required by the bidding documents and specifications. All proposals shall be made on the bid proposal forms prepared by Gila County as part of the Contract Documents. The proposal must include the entire bid packet, in triplicate, and the following forms, **all with original signatures**, must accompany the bidders proposal:

- Bid Proposal (pages 73 to 75)
- Price Sheet (pages 76 to 77)
- Surety (Bid) Bond (page 78)
- Qualification & Certification Form (pages 79 to 80)
- Reference List (pages 81)
- Affidavit of Non-Collusion (page 82)
- Subcontracting Certification (page 83)
- Check List & Addenda Acknowledgment (page 84)
- Contract (pages 85-91)
- Contract Performance Bond (page 92)
- Labor and Materials Bond (page 93)
- Contract Performance Warranty (page 94)
- IRS W-9 Form (W-9)

Failure to include all required documents, all with original signatures, may invalidate the bid. Prices shall include all applicable taxes.

2. **Proposal Guaranty** -Proposals shall be accompanied by a certified check, cashier's check or bid bond for 10 percent (10%) of the total contract price bid.
3. **Delivery of Proposal** - Each bid shall be sealed and plainly marked "**Bid No. 031416 – TIMBER REGION ASPHALT PATCHING PROJECT**", on the outer most envelope or label. If courier is used, bidder shall instruct the courier to deliver the package by **Wednesday, May 18, 2016, 4:00 P.M.** on the date specified herein, to the Gila County Procurement Department, Attention: Jeannie Sgroi, Contracts Administrator, at 1400 East Ash, Globe, Arizona 85501. **No bids will be accepted after 4:00 P.M. AZ Time, Wednesday, May 18, 2016. Bids will be opened at 4:00 P.M., Wednesday, May 18, 2016.**
4. **Rejection of Bids** -The Owner reserves the right to reject any and all bids, and to waive all or any informalities in the bids.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Notification to Bidders continued...

5. **Arizona Contractor's License** - **Prior to submission of bids**, bidders must have a valid Arizona Contractor's License of a type which meets all criteria and requirements to perform the work as specified in the contract documents in accordance with the **Arizona State Registrar of Contractors**.
6. **Bid Opening Information** – “As Read” Bid Results will be available, when requested, once the bids have been opened, however, information regarding the bid award will not be available until after the Gila County Board of Supervisors has issued a decision regarding the submitted project bids.
7. **Request for Clarifications**
Requests for clarification shall be made to Jeannie Sgroi, Contracts Administrator at jsgroi@gilacountyaz.gov in writing (phone: 928-402-8612, fax: 928-402-4386) submitted no later than 3:00 P.M., AZ time, on Wednesday, May 11, 2016. A response will be issued to all plan holders no later than 3:00 P.M., AZ time, on Friday, May 13, 2016.

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Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

SPECIAL PROVISIONS

FOR

TIMBER REGION ASPHALT PATCHING PROJECT

The proposed work is located in the northern part of Gila County. The work consists of removing existing asphalt and aggregate base material and replacing the removed section with a new 2.5 inch asphalt concrete section on top of a 4 inch aggregate base course at various locations on each of the following roads: Forest Service Road No. 512 (Cherry Creek Hill Area), Hunter Creek Drive and Colcord Road (see **APPENDIX B & C**). The total estimated quantity of area to be repaired is 3,057 square yards.

SPECIFICATIONS:

Reference is made to certain Standard Specifications and Standard Details developed by the Maricopa Association of Governments (MAG) and the Arizona Department of Transportation (ADOT). The following separate documents shall be used accordingly:

Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction, Edition of 2008 and current revisions.

Maricopa Association of Governments, Uniform Standard Details for Public Works Construction, 2015 Edition.

Wherever reference in the above cited Standard Specifications is made to ADOT it shall refer to Owner as defined in Section 101-02 herein these Special Provisions.

In the event of any conflict between these Special Provisions and the Standard Specifications, these Special Provisions shall prevail.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

GENERAL REQUIREMENTS:

FIRE PREVENTION

If during the project, fire restrictions are implemented the contractor shall be responsible for compliance with Tonto National Forest and Gila County fire prevention measures.

CONTRACT TIME

Contractor shall complete all project work within thirty (30) calendar days from the commencement date as specified on the Notice to Proceed from the County.

Asphalt Edge Treatment

Where new pavement matches existing pavement at the patching location specified as Hunter Creek - A (see **APPENDIX B**) only, the Contractor shall install an asphalt edge per MAG Standard Detail No. 201, Type A (see **APPENDIX A**). Said asphalt edge shall be installed at the beginning and end of the patch and only in the direction of travel, rather than in the shoulder as shown on the detail. There will be no separate measurement or direct payment for this work. The cost being considered as included in the total cost of the contract.

Construction Water

The Contractor shall obtain an adequate water supply and furnish all construction water for the work specified herein. There will be no separate measurement or direct payment for obtaining, furnishing and applying construction water. The cost being considered as included in the total cost of the contract.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

SECTION 101 DEFINITIONS AND TERMS:

101-01 BLANK

101-02 DEFINITIONS:

Whenever the following terms are used in these specifications, in the contract, in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

MAG. Maricopa Association of Governments.

ADOT. Arizona Department of Transportation

ADOT STANDARD SPECIFICATIONS. Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, Edition of 2008.

ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

ASTM. The American Society for Testing and Materials.

AASHTO. The American Association of State Highway and Transportation Officials.

AWARD. The acceptance, by the Owner, of the successful bidder's proposal.

BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

BOARD OF SUPERVISORS. The Gila County Board of Supervisors acting under the authority of the laws of the State of Arizona.

CALENDAR DAY. Every day shown on the calendar.

CERTIFIED FLAGGER. An individual who has been trained and certified by the Arizona Department of Transportation, an Arizona County or Municipal agency, the Federal Highway Administration, or the Highway agency of another state, to control traffic in a construction zone. Individuals certified outside Arizona must also exhibit familiarity with Arizona laws.

CHANGE ORDER. A written order by the Engineer or Owner to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Section 101-Definition and Terms continued...

CONSTRUCTION LIMITS. Construction limits shall be defined as that area of the public right-of-way, easement or area shown on the construction plans to be disturbed as a part of the contract for this project.

CONTRACT. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: the Advertisement; the Contract form; the Proposal; the Performance Bond; the Payment Bond; any required insurance certificates; the Specifications; the Plans; and any addenda issued to bidders.

CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the contract. All pay items on this contract will be measured in English units.

CONTRACT TIME. The number of calendar days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar days, the contract shall be completed by that date.

CONTRACTOR. The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted, and for the payment of all legal debts pertaining to the work, who acts directly or through lawful agents or employees to complete the contract work.

CONTRACTOR'S ENGINEER. The Arizona Registered Professional Civil Engineer, individual, partnership, firm, or corporation, duly authorized by Contractor to be responsible for engineering supervision, quality control and certification of the Contract work.

DEPARTMENT. The term Department in the ADOT Standard Specifications and supplements references the Arizona Department of Transportation. Department shall reference OWNER for this contract work.

ENGINEER. See OWNER.

EQUIPMENT. All machinery, together with the necessary fuel and supplies for upkeep and maintenance including, but not limited to, all tools and apparatus necessary for the proper construction and acceptable completion of the work.

EXTRA WORK. An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Section 101-Definition and Terms continued...

INSPECTOR. An authorized representative of the Owner's Engineer assigned to make all necessary quality assurance inspections and tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Owner's Engineer is intended; and similarly, the words, "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Owner's Engineer, subject in each case to the final determination of the Owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

LABORATORY. A testing laboratory as may be designated or approved by the Owner's Engineer to test construction materials and products.

LABOR AND MATERIALS BOND. The approved form of security furnished by the Contractor and his surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work. Also known as Payment Bond.

MAJOR AND MINOR CONTRACT ITEMS. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 10 percent of the total amount of the awarded contract. All other items shall be considered minor contract items.

MATERIALS. Any substance specified for use in the construction of the contract work.

MUTCD. The Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, Federal Highway Administration, 2003 Edition, with current revisions.

NOTICE TO PROCEED. A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

OWNER. The term Owner shall mean the contracting agency signatory to the contract being Gila County or the "County".

OWNER'S ENGINEER. The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Section 101-Definition and Terms continued...

PAVEMENT. The combined surface, base course, and sub base course, if any, considered as a single unit.

PERFORMANCE BOND. The approved form of security furnished by the Contractor and his surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

PLANS. The official drawings or exact reproductions, approved by the Owner's Engineer, which show the location, character, dimensions and details of the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

PROJECT. The agreed scope of work for accomplishing specific tasks.

PROPOSAL (BID, BID PROPOSAL). The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his proposal is accepted by the Owner. Also referred to as a Bid Bond.

SPECIFICATIONS. A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

STRUCTURES. Facilities such as bridges, culverts, catch basins, inlets, retaining walls, cribbing, storm and sanitary sewer lines, water lines, underdrains, electrical ducts, manholes, handholes, lighting fixtures and bases, transformers, flexible and rigid pavements, navigational aids, buildings, vaults, and other manmade features that may be encountered in the work and not otherwise classified herein.

SUBGRADE. The soil that forms the pavement foundation.

SUPERINTENDENT. The Contractor's authorized representative who is present on the work site during progress, and is authorized to receive and fulfill instructions from the Owner's Engineer, and who shall supervise and direct the construction.

SUPPLEMENTAL AGREEMENT. A written agreement between the Contractor and the Owner covering: 1) work that would increase or decrease the total dollar amount of the awarded contract, or any major contract item, by more than 25 percent, such increased or decreased work being within the scope of the originally awarded contract, or 2) work that is not within the scope of the originally awarded contract.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Section 101-Definition and Terms continued...

SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds which are furnished to the Owner by the Contractor.

WORK. The furnishing of all labor, materials, tools, equipment and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

WORK DAY (WORKING DAY). A work day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract, unless work is suspended for causes beyond the Contractor's control. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, after obtaining written permission from the Owners Engineer, which requires the presence of an inspector, will be considered and applied as working days.

WORK WEEK. A work week shall consist of forty (40) hours beginning on Sunday and ending on Saturday. Should the Contractor engage in work exceeding the forty (40) hour work week which requires the presence of an inspector, as determined by the Owners Engineer, the Contractor shall reimburse the County for all overtime hours.

OVERTIME HOURS. Any and all hours worked which are other than a normal work week. Contractor must give prior written notification to the Owners Engineer, for any and all overtime hours to be worked. It shall be at the Owner's discretion to provide an inspector at the worksite to ensure compliance during any and all overtime hours worked.

OVERTIME PAY. Any and all pay resulting from overtime hours worked.

OWNER'S INSPECTOR'S OVERTIME PAY. Any and all pay to the Owner's Inspector for overtime hours worked resulting from the Contractor having received approval for overtime hours. The inspector's overtime pay shall be the actual monies paid by the County and shall be reimbursed by the Contractor to the County. Certified payrolls for the Owner's Inspector's Overtime will be submitted to the Contractor. The cost for the Owner's Inspector's Overtime Pay will be deducted from the Contractor's billing.

SUBSTANTIAL COMPLETION. Per Section 105.19 of the ADOT Standard Specifications unless modified herein.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS:

102-01 THRU 102-03 BLANK

102-04 CONTENTS OF PROPOSAL FORMS:

The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts of the proposal. The proposal submitted by the bidder must include the entire bid packet.

The plans, specifications, and other documents designated in the proposal, whether attached or not to the proposal, are considered as a part of, and included with, the proposal.

102-05 ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

- (a) Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- (b) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the proposal to a prospective bidder.
- (c) Contractor default under previous contracts with the Owner.
- (d) Unsatisfactory work on previous contracts with the Owner.

102-06 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES:

An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. **Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications.** It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 104-02(A) without in any way invalidating the unit bid prices.

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Section 102-Bidding Requirements and Conditions continued...

102-07 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:

The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications.

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the drawings or specifications, he may submit to the Owner's Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be made or delivered to each person having received a set of such documents. The Owner will not be responsible for any other explanations or interpretations of the contract documents.

Any addenda or bulletins issued during the time of bid preparations, forming a part of the contract documents furnished to the bidder for the preparation of his bid, shall be covered in the bid, and shall be made a part of the contract.

102-08 PREPARATION OF PROPOSAL:

The bidder shall submit his proposal on the forms furnished by the Owner. No forms shall be detached from the bid packet. The proposal must include the entire bid packet. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) in NUMERALS for which he proposes to do each pay item furnished in the proposal. The TOTAL AGGREGATE AMOUNT bid shall be stated in both WORDS and NUMERALS. A minimum of one (1) original and two (2) copies **all with original signatures** shall be submitted.

The bidder shall sign his proposal correctly and in ink. If the proposal is made by an individual, his name and mailing address must be shown. If made by a partnership, the name and mailing address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state under which the laws of the corporation were chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of his authority to do so and that the signature is binding upon the firm or corporation.

102-09 BLANK

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Section 102-Bidding Requirements and Conditions continued...

102-10 IRREGULAR PROPOSALS:

Proposals shall be considered irregular for the following reasons:

- (a) If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.
- (c) If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- (d) If the proposal contains unit prices that are obviously unbalanced.
- (e) If the proposal is not accompanied by the proposal guaranty specified by the Owner.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

102-11 DELIVERY OF PROPOSAL:

Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, name of project, and name and business address of the bidder on the outside. When sent by mail, preferably registered, or courier, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement before the time specified. Proposals received after the specified time shall be returned to the bidder unopened.

102-12 PROPOSAL GUARANTY:

Each proposal shall be accompanied by a certified check, cashier's check or surety bond for ten percent (10%) of the amount of the bid included in the proposal as a guarantee that the Contractor will enter into a contract to perform the proposed work in accordance with the plans and specifications.

102-13 WITHDRAWAL OR REVISION OF PROPOSALS:

A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal, provided that the bidder's request for withdrawal is received by the Owner in writing or by telegram before the time specified for receipt of bids. Revised proposals must be received at the place specified in the advertisement before the time specified for receipt of bids.

102-14 BLANK

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Section 102-Bidding Requirements and Conditions continued...

102-15 PUBLIC OPENING OF PROPOSALS:

Proposals shall be opened and read publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend.

Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified shall be returned to the bidder unopened.

102-GC1 DISQUALIFICATION OF BIDDERS:

A bidder shall be considered disqualified for any of the following reasons:

- (a) Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- (b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
- (c) If the bidder is considered to be in "default" for any reason specified in the subsection titled ISSUANCE OF PROPOSAL FORMS of Section 102-05.
- (d) Failure to submit all required official bid forms.

102-GC2 PROTESTS:

Only other bidders have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the bid award by the Gila County Board of Supervisors and must be sent to the Board of Supervisors. A protest must be in writing and must include:

- (a) Name, address and telephone number of the protester.
- (b) Signature of the protester or its representative, and evidence of authority to sign.
- (c) Identification of the contract and the solicitation or contract number.
- (d) Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- (e) The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.

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SECTION 103 AWARD AND EXECUTION OF CONTRACT:

103-01 CONSIDERATION OF PROPOSALS:

After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words, unless obviously incorrect, shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

- (a) If the proposal is irregular as specified in the subsection titled IRREGULAR PROPOSALS of Section 102-10.
- (b) If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 102-GC1.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals; waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

103-02 THRU 103-03 BLANK

103-04 AWARD OF CONTRACT:

The award of contract, if it is to be awarded, shall be made within forty-five (45) calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

This contract will be awarded to the responsible bidder whose bid conforms to the invitation and whose bid is the most advantageous to the Owner concerning price, conformity to the specifications and other factors.

103-05 CANCELLATION OF AWARD:

The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with the subsection titled APPROVAL OF CONTRACT of Section 103-GC1.

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Section 103-Award and Execution of Contract continued...

103-06 RETURN OF PROPOSAL GUARANTY:

All proposal guaranties, except those of the two (2) lowest bidders, will be returned immediately after the Owner has made a comparison of bids as hereinbefore specified in the subsection titled CONSIDERATION OF PROPOSALS of Section 103-01. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time the unsuccessful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of Section 103-07.

103-07 REQUIREMENTS OF CONTRACT BONDS:

At the time of the execution of the contract, the successful bidder shall furnish the Owner surety bond or bonds which have been fully executed by the bidder and his surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract. All bonds shall conform to the requirements of A.R.S. §34-222 and §34-223. §

103-08 EXECUTION OF CONTRACT:

The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the Owner, along with the fully executed surety bond or bonds specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of Section 103-07, the Contractor's Statement of Insurance and an original Certificate of Insurance conforming with the requirements of Section 107-14, within 10 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

103-GC1 APPROVAL OF CONTRACT:

Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return a fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract. **This agreement is subject to cancellation pursuant to A.R.S. §38-511.**

103-09 FAILURE TO EXECUTE CONTRACT:

Failure of the successful bidder to execute the contract as specified in the subsection titled EXECUTION OF CONTRACT of Section 103-08 and furnish an acceptable surety bond or bonds within the 10 calendar day period specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of Section 103-07 shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner.

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SECTION 104 SCOPE OF WORK:

104-01 INTENT OF CONTRACT:

The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

104-02(A) ALTERATION OF WORK AND QUANTITIES:

The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Owner's Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than twenty-five percent (25%) (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations which do not exceed the twenty-five percent (25%) limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations which are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Owner's Engineer. Change order for altered work shall include extensions of contract time where, in the Owner's Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the twenty-five percent (25%) limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

All supplemental agreements shall require consent of the Contractor's surety and separate performance and payment bonds.

104-02(B) OMITTED ITEMS:

The Owner's Engineer may, in the Owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled PAYMENT FOR OMITTED ITEMS of Section 109-05.

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Section 104-Scope of Work continued...

104-02(C) EXTRA WORK:

Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called EXTRA WORK. Extra work that is within the general scope of the contract shall be covered by written change order. Change orders for such extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Owner's Engineer's opinion, is necessary for completion of such extra work.

When determined by the Owner's Engineer to be in the Owner's best interest, he may order the Contractor to proceed with extra work by force account as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 109-04.

Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract, shall be covered by an agreement as hereinbefore defined as a SUPPLEMENTAL AGREEMENT.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

104-03 DISPUTE & RESOLUTION:

- **Initial Notification & Dispute of Resolution:** As required by these Specifications or any time the Contractor believes the action or decision of the County, lack of action by the County, or for some other reason will result in or necessitate the revision of the Contract, the County Engineer must be notified immediately. If within two (2) working days the identified issue has not been resolved between the Contractor and the County, the Contractor shall provide a written notice. At a minimum, the written notice shall provide a description of the nature of the issue, the time and date the problem was discovered, and if appropriate, the location of the issue. After initial written notice has been provided, the County Engineer will proceed in accordance with *MAG Uniform Standard Specifications Subsection 104.2*. In addition to proceeding in accordance with *Subsection 104.2*, the Contractor and the County must make every effort to resolve the issue identified in the initial notice. Only if the issue cannot be quickly resolved will it be necessary to proceed to the next step in accordance with *MAG Specs Subsection 110.2.2 Dispute Resolution*.

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Section 104-Scope of Work continued...

- **Process for Dispute Resolution:** If the Contractor rejects the decision of the County according to *Subsection 110.2.2(B)*, the Contractor may begin the Administration Process to resolve the dispute. All dispute resolutions shall be handled in accordance with *MAG Spec's Subsection 110.3, Administrative Process for Dispute Resolution*.

The administrative process for the resolution of disputes is sequential in nature and is composed of the following levels: Level I (County Project Manager), Level II (County Engineer, Level III (Public Works Director).

The provision set forth in *Subsection 110.2* is a contractual obligation assumed by the Contractor in executing the Contract. It is understood that the Contractor will be forever barred from recovering against the County if the Contractor fails to give notice of any act or failure to act, by the County, or the happening of any event, thing, or occurrence, in accordance with *Subsection 104.2, Alteration of Work*.

Dispute Review Board: If the Dispute Review Board is utilized as prescribed in *Subsection 110.3.3*, the County Engineer shall be notified within thirty (30) days after the Level III Representative decision. The Dispute Review Board is a three (3) member board independent of the parties involved in the issue. The County and Contractor shall each select a member for this board. The third (3rd) member shall be a mutually agreed upon independent member. This Review Board must be selected within fourteen (14) calendar days after notice to the Level III Representative. Each member shall agree to impartially serve the County and Contractor. Fees and expenses of the Board Members are to be shared equally by the County and the Contractor. The Dispute Review Board shall meet within thirty (30) days of the selection of the board, unless, by mutual agreement, another date is selected. The scope of the Dispute Review Board shall be restricted and limited to the matters originally presented to the Level III Representative for decision or determination and shall include no other matters. The Board shall consider and evaluate the dispute and render a written decision that assigns financial responsibilities and allocates adjustments in the contract time, if applicable, within seven (7) calendar days after the meeting. The decision of the Dispute Review Board will be final.

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Section 104-Scope of Work continued...

104-04 MAINTENANCE OF TRAFFIC:

It is the explicit intention of the contract that the safety of all traffic, vehicular and pedestrian, as well as the Contractor's equipment and personnel, is the most important consideration.

With respect to his own operations and the operations of all his subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of all traffic, vehicular and pedestrian.

When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall furnish, erect, and maintain barricades, warning signs, flaggers, and other traffic control devices in reasonable conformity with the MUTCD, unless otherwise specified herein. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

The Contractor shall make his own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of pedestrian and vehicular traffic as specified in this subsection.

104-05 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK:

Should the Contractor encounter any materials such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, he may at his option either:

- (a) Use such material in another contract item, providing such use is approved by the Owner's Engineer and is in conformance with the contract specifications applicable to such use; or,
- (b) Remove such material from the site, upon written approval of the Owner's Engineer; or,
- (c) Use such material for his own temporary construction on site; or,
- (d) Use such material as intended by the terms of the contract.

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Section 104-Scope of Work continued...

Should the Contractor wish to exercise option (a), (b), or (c), he shall request the Owner's Engineer's approval in advance of such use. Should the Owner's Engineer approve the Contractor's request to exercise option (a), (b), or (c), the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for his use of such material so used in the work or removed from the site.

Should the Owner's Engineer approve the Contractor's exercise of option (a), the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his exercise of option (a), (b), or (c).

The Contractor shall not excavate, remove, or otherwise disturb any materials, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

104-06 THRU 104-07 BLANK

104-08 PREVENTION OF AIR AND NOISE POLLUTION: Per Section 104.08 of the ADOT Standard Specifications unless modified herein.

104-09 PROTECTION OF LANDSCAPE DEFACEMENT; PROTECTION OF STREAMS, LAKES AND RESERVOIRS: Per Section 104.09 of the ADOT Standard Specifications unless modified herein.

104-10 CONTRACTOR'S RESPONSIBILITY FOR WORK:

Until the Owner's Engineer's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 105-20(A), the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of governmental authorities.

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Section 104-Scope of Work continued...

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his expense.

104-11 thru 104-13 BLANK

104-14 FINAL CLEAN UP:

Before final acceptance, all private or public property and grounds occupied by the Contractor in connection with the work shall be cleaned of all rubbish, excess materials, temporary structures and equipment, and all parts of the work shall be left in a condition acceptable to the Owner's Engineer.

SECTION 105 CONTROL OF WORK:

105-01 AUTHORITY OF THE OWNER'S ENGINEER:

The Owner shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, based upon the Contractor's Engineer's certification for the quality and acceptability work performed, and as to the manner of performance and rate of progress of the work. He shall decide all questions which may arise as to the interpretation of the specifications or plans relating to the work, the fulfillment of the contract on the part of the Contractor, and the rights of different contractors on the project. The Owner shall review and determine, based upon the Contractor's Engineer's certifications on amounts, quality of work and materials furnished, the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under contract.

105-02 THRU 105-03 BLANK

105-04 CONFORMITY WITH PLANS AND SPECIFICATIONS:

All work and materials furnished shall be the full responsibility of the Contractor and shall be in reasonably close conformity with the lines, grades, grading section, cross sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications, and shall be certified by the Contractor's Engineer.

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Section 105-Control of Work continued...

If the Owner finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in his opinion, result in a finished product having a level of safety, economy, durability and workmanship acceptable to the Owner, he will advise the Owner of his determination that the affected work be accepted and remain in place. In this event, the Owner will document his determination and recommend to the Owner a basis of acceptance which will provide for an adjustment in the contract price for the affected portion of the work. The Owner's determination and recommended contract price adjustments will be based on good engineering judgment and on such tests or retests by the Contractor's Engineer, and at the Contractor's expense, of the affected work as are, in his opinion, needed. Changes in the contract price shall be covered by contract modifications (change order or supplemental agreement) as applicable.

If the Owner finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Owner written orders.

For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans and specifications. The terms shall not be construed as waiving the Owner's right to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's prosecution of the work, when, in the Owner's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Owner with the authority to use good engineering judgment in his determinations as to acceptance of work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

105-05 BLANK

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Section 105-Control of Work continued...

105-06 COORDINATION OF CONTRACT, PLANS AND SPECIFICATIONS:

The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy or conflict, the order in which they govern shall be as follows:

- (A) Supplemental Agreements
- (B) Special Provisions
- (C) Project Plans
- (D) Standard Drawings
- (E) Standard Specifications

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Owner for his interpretation and decision, and such decision shall be final.

105-07 COOPERATION OF CONTRACTOR: Per Section 105.07 of the ADOT Standard Specifications unless modified herein.

105-08 COOPERATION WITH UTILITY COMPANIES: Per Section 105.08 of the ADOT Standard Specifications unless modified herein.

105-09 COOPERATION BETWEEN CONTRACTORS: Per Section 105.09 of the ADOT Standard Specifications unless modified herein.

105-10 CONSTRUCTION STAKES, LINES AND GRADES: Per Section 105.10 of the ADOT Standard Specifications unless modified herein.

105-11 AUTHORITY AND DUTIES OF INSPECTORS:

Inspectors employed by the Owner shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors employed by the Owner are authorized to notify the Contractor or his representative of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Owner's Engineer for his decision.

105-12 INSPECTION OF WORK: Per Section 105.12 of the ADOT Standard Specifications unless modified herein.

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Section 105-Control of Work continued...

105-13 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK:

All work which does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Owner as provided in the subsection titled CONFORMITY WITH PLANS AND SPECIFICATIONS of Section 105-04.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 104-10.

No work shall be done without lines and grades having been given by the Contractor's Engineer and authorized by the Owner. Work done contrary to the instructions of the Owner, work done beyond the lines shown on the plans or as given, except as herein specified, or any extra work done without authority will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply as soon as possible with any order of the Owner made under the provisions of this subsection, the Owner will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the Owner) from any monies due or to become due the Contractor.

105-14 LOAD RESTRICTIONS: Per Section 105.14 of the ADOT Standard Specifications unless modified herein.

105-15 MAINTENANCE DURING CONSTRUCTION:

The Contractor shall maintain the work during construction and until the work is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

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Section 105-Control of Work continued...

105-16 FAILURE TO MAINTAIN THE WORK:

Should the Contractor at any time fail to maintain the work as provided in the subsection titled MAINTENANCE DURING CONSTRUCTION of Section 105-15, the Owner shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance conditions. The time specified will give due consideration to the emergency that exists.

Should the Contractor fail to respond to the Owner notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the emergency that exists. Any maintenance cost incurred by the Owner shall be deducted from monies due or to become due the Contractor.

105-17 BLANK

105-18 OPENING SECTIONS OF THE WORK TO TRAFFIC:

Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his own estimate of the difficulties involved in arranging his work to permit such beneficial occupancy by the Owner as described below:

Upon completion of any portion of the work listed above, with certification of the work by the Contractor's Engineer, such portion shall be accepted by the Owner in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 105-20(A).

No portion of the work may be opened by the Contractor for public use until ordered by the Owner's Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Owner's Engineer, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at his expense.

The Contractor shall make his own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

105-19 BLANK

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Section 105-Control of Work continued...

105-20 ACCEPTANCE:

(A) PARTIAL ACCEPTANCE:

If at any time during the prosecution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, he may request the Owner to make final inspection of that unit. If the Owner finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, and certified to be in compliance by the Contractor's Engineer, he may accept it as being completed, and the Contractor may be relieved of further responsibility for that unit, subject to stated guarantees. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

(B) FINAL ACCEPTANCE:

Upon due notice from the Contractor of presumptive completion of the entire project, and certification of completion and compliance to the approved plans by the Contractor's Engineer, Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be completed in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Owner shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Owner will give the Contractor the necessary instructions for correction of same, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, and recertification by the Contractor's Engineer, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Owner will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

105-GC1 CONSTRUCTION SCHEDULE:

Prior to commencement of the work the Contractor shall prepare and submit to the Owner for review, a written schedule covering the general sequence of the work to be performed on a bi-weekly basis. The work schedule, after review and acceptance by the Owner, shall not be changed without the written consent of the Owner. The Contractor shall assume the full responsibility for performing the work in an orderly procedure under the Contract.

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Section 105-Control of Work continued...

105-GC2 NEGOTIATIONS:

It is the intent of the County to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bid Documents, is judged reasonable, and does not exceed the funds available.

- (a) The County shall have the authority to negotiate with the lowest bidder to reduce the scope of the Project in the event that all responsive bids exceed the Project budget.

Bids shall be made available for public inspection by appointment only after the award has been made by the Board of Supervisors. The Board of Supervisors has the sole authority to award bids and any statement by any employee of the County is not binding on the Board.

The following criteria will be considered a part of the evaluation process:

- (a) Competence and responsibility of Bidder.
- (b) Qualifications and experience of Bidder.
- (c) Past performance of Bidder.
- (d) Conformity with bidding requirements and general considerations.
- (e) Record of timely completion of punch lists on past projects.

Negotiations With Individual Contractors: Gila County Public Works Division shall establish procedures and schedules for conducting Negotiations. Disclosure of one (1) Contractor's Price or any information derived from competing Bid Prices or any information derived from competing Bids is prohibited.

- (a) Any response to a request for clarification of a bid shall be in writing.
- (b) The Public Works Division shall keep a record of all negotiations.

For the purpose of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.

- (a) **Concurrent Negotiations:** Negotiations may be conducted concurrently with responsible Contractors for the purpose of determining source selection and Contract Award.
- (b) **Exclusive Negotiations:** A determination may be made by the Public Works Director to enter into exclusive negotiations with the responsible Contractor whose bid is determined in the selection process to be the most Advantageous to Gila County.

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Section 105-Control of Work continued...

Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.

- (a) A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful bidder.

If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest ranked Contractor without the need to repeat the formal Solicitation process.

105-21 CLAIMS FOR ADJUSTMENT AND DISPUTES:

If for any reason the Contractor deems that additional compensation is due him for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, he shall notify the Owner in writing of his intention to claim such additional compensation before he begins the work on which he bases the claim. If such notification is not given or the Owner is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Owner has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit his written claim, along with certification by the Contractor's Engineer, to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

SECTION 106 CONTROL OF MATERIAL: Per Section 106 of the ADOT Standard Specifications unless modified herein.

106.04(A) General: the fourth and fifth paragraphs of the Standard Specifications are revised to read:

The sampling, testing, and acceptance of materials shall be in accordance with the requirements of the specifications, in conjunction with the following:

- The ADOT Materials Testing Manual.
- The ADOT Materials Policy and Procedure Directives Manual.
- Applicable Federal, AASHTO, or ASTM specifications or test designations.
- Applicable specifications or test designations of other nationally recognized organizations.

Unless otherwise specified, whenever a reference is made to an Arizona Test Method or an ADOT Materials Policy and Procedure Directive, it shall mean the test method or policy and procedure directive in effect on the bid opening date.

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Section 106-Control of Material continued...

106.04(C)(2) Quality Control Laboratory: the first paragraph is revised to read:

All field and laboratory sampling and testing shall be performed by a laboratory or laboratories approved by the Department. The requirements for approval of laboratories are specified in ADOT Materials Policy and Procedure Directive No. 19, "ADOT System for the Evaluation of Testing Laboratories". Approved laboratories, and the test methods for which they are approved to perform, are listed in the "ADOT Directory of Approved Materials Testing Laboratories". Approved test methods listed in the "ADOT Directory of Approved Materials Testing Laboratories" do not include field sampling and testing procedures. When field sampling and testing procedures are performed, the appropriate valid Arizona Technical Testing Institute (ATTI) and or American Concrete Institute (ACI) certification(s) are required. ADOT Materials Policy and Procedure Directive No. 19, "ADOT System for the Evaluation of Testing Laboratories" and the "ADOT Directory of Approved Materials Testing Laboratories" may be obtained on the internet from the ADOT Materials Quality Assurance Section website.

106.04(C)(6) Weekly Quality Control Reports: of the Standard Specifications is revised to read: The contractor shall submit Weekly Quality Control Reports to the Engineer. The weekly reports shall be complete and accurate, and shall state the types of work which have been performed during the report period. The report shall also include the process control measures taken to assure quality. The report shall provide sample identification information for materials tested during the report period, including sample number, date sampled, sample location, first and last name of person obtaining sample, and original source of material. The report shall also provide the results for all required tests and any retests, corrective actions, and other information relevant to quality control. The report shall include daily diaries for each day of testing, a weekly summary, the ADOT TRACS number, and the testing laboratory's project identification number.

Except as stated in the following paragraph, the weekly quality control report shall be prepared using standard forms provided by the Department. The standard forms are available on the Department's website at www.azdot.gov. After accessing the Department's website, select "Business", "Engineering and Construction", "Construction", "Contractors' Information", "Forms and Documents", and then "Weekly Quality Control Forms". Except for the daily diaries, all documentation and information required on the forms shall be typed. Daily diaries may be hand-written if acceptable to the Engineer. The weekly report shall be submitted to the Engineer in paper form with a transmittal letter signed by the contractor's quality control manager.

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Section 106-Control of Material continued...

In lieu of using the standard weekly quality control forms available on the Department's website, the contractor or testing laboratory may prepare the weekly report using proprietary or other software, if acceptable to the Engineer, provided that all required information is included, the format is comparable to the Department's standard format, and the report is submitted in paper form with the required transmittal letter.

The report period shall end at midnight of each Friday, and the report shall be submitted to the Engineer no later than 5:00 p.m. of the following Wednesday. The Engineer will verify that the report is timely, complete and accurate.

Reports that are not submitted by the above-referenced deadline shall be considered delinquent. Reports that are submitted by the above-referenced deadline, but are not complete and accurate, shall also be considered delinquent. In either case monies shall be deducted from the contractor's monthly estimate in accordance with the requirements for Contractor Quality Control, as specified in these special provisions.

106.05 Certificates: of the Standard Specifications is revised to read:

(A) General:

The contractor shall submit to the Engineer an original or copy of either a Certificate of Compliance or a Certificate of Analysis, as required, prior to the use of any materials or manufactured assemblies for which the specifications require that such a certificate be furnished.

Certificates shall be specifically identified as either a "Certificate of Compliance" or a "Certificate of Analysis".

The Engineer may permit the use of certain materials or manufactured assemblies prior to, or without, sampling and testing if accompanied by a Certificate of Compliance or Certificate of Analysis, as herein specified. Materials or manufactured assemblies for which a certificate is furnished may be sampled and tested at any time, and, if found not in conformity with the requirements of the plans and the specifications, will be subject to rejection, whether in place or not.

Certificates of Compliance and Certificates of Analysis shall comply with the requirements specified herein, the ADOT Materials Testing Manual, and applicable ADOT Materials Policy and Procedure Directives.

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Section 106-Control of Material continued...

(B) Certificate of Compliance:

A Certificate of Compliance shall be submitted on the manufacturer's or supplier's official letterhead, and shall contain the following information:

- (1) The current name, address, and phone number of the manufacturer or supplier of the material.
- (2) A description of the material supplied.
- (3) Quantity of material represented by the certificate.
- (4) Means of material identification, such as label, lot number, or marking.
- (5) A statement that the material complies in all respects with the requirements of the cited specifications. Certificates shall state compliance with the cited specification, such as AASHTO M 320, ASTM C 494; or specific table or subsection of the Arizona Department of Transportation Standard Specifications or Special Provisions. Certificates may cite both, if applicable.
- (6) A statement that the individual identified in item seven below has the legal authority to bind the manufacturer or the supplier of the material.
- (7) The name, title, and signature of the responsible individual. The date of the signature shall also be given.

Each of the first six items specified above shall be completed prior to the signing of the certificate as defined in item seven. No certificate will be accepted that has been altered, added to, or changed in any way after the authorized signature has been affixed to the original certificate. However, notations of a clarifying nature, such as project number, contractor, or quantity shipped are acceptable, provided the basic requirements of the certificate are not affected.

A copy or facsimile reproduction of the original certificate will be acceptable; however, the original certificate shall be made available upon request.

(C) Certificate of Analysis:

A Certificate of Analysis shall include all the information required for a Certificate of Compliance and, in addition, shall include the results of all tests required by the specifications.

106.15 Domestic Materials and Products:

Steel and iron materials and products used on all projects shall comply with the current "Buy America" requirements of 23 CFR 635.410.

All manufacturing processes to produce steel and iron products used on this project shall occur in the United States. Raw materials used in manufacturing the steel and iron products may be foreign or domestic. Steel or iron not meeting these requirements may be used in products on this project provided that the invoiced cost to the contractor for such steel products incorporated into the work does not exceed either one-tenth of one percent of the total (final) contract cost or \$2,500, whichever is greater.

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Section 106-Control of Material continued...

Any process which involves the application of a coating to iron or steel shall occur in the United States. These processes include epoxy coating, galvanizing, painting, or any other coating which protects or enhances the value of covered material.

The requirements specified herein shall only apply to steel and iron products permanently incorporated into the project. "Buy America" provisions do not apply to temporary steel items, such as sheet piling, temporary bridges, steel scaffolding and falsework, or to materials which remain in place at the contractor's convenience.

The contractor shall furnish the Engineer with Certificates of Compliance, conforming to the requirements of Subsection 106.05, which state that steel or iron products incorporated in the project meet the requirements specified. Certificates of Compliance shall also certify that all manufacturing processes to produce steel or iron products, and any application of a coating to iron or steel, occurred in the United States.

Convict-produced materials may not be used unless the materials were produced prior to July 1, 1991 at a prison facility specifically producing convict-made materials for Federal-aid construction projects.

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC:

107-01 LAWS TO BE OBSERVED:

The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all his officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees.

Laws and Ordinances: This agreement shall be enforced under the laws of the State of Arizona and Gila County. The Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

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Section 107-Legal Relations and Responsibility to Public continued...

107-02 PERMITS, LICENSES, AND TAXES: Per Section 107.02 of the ADOT Standard Specifications unless modified herein.

Before the Contractor or any subcontractor begins work the Contractor must apply for and obtain a Right of Way (ROW) use permit from the Gila County Public Works Engineering Department. A ROW permit application can be obtained at either the Globe or Payson Public Works office or from the Gila County website at the following link http://www.gilacountyaz.gov/government/public_works/engineering/index.php. A traffic control plan applicable to the work being performed and in accordance with MUTCD standards must be attached to the permit application when submitted. Gila County will waive the fee for the ROW permit.

107-03 PATENTED DEVICES, MATERIALS, AND PROCESSES: Per Section 107.03 of the ADOT Standard Specifications unless modified herein.

107-04 THRU 107-06 BLANK

107-07 SANITARY, HEALTH, AND SAFETY PROVISIONS:

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as required to comply with the requirements of the State and local boards of health, or of other bodies or tribunals having jurisdiction. Contractor is responsible for supplying toilet and hand washing facilities at work site.

Attention is directed to Federal, State and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under the Arizona Occupational Safety and Health Standards for Construction, adopted by the Industrial Commission of Arizona pursuant to the Authority in A.R.S. §23-410.

Each employee of the Contractor and Sub-Contractor shall read the County Safety & Loss Control Procedures book and sign an acknowledgement.

Contractor Safety Tailgate Meetings: Contractor shall conduct tailgate safety meetings regularly to ensure that safety on the job is given priority.

Accident and Injury Procedure: Contractor shall contact the Owner and the Gila County Risk Management Division within twenty-four (24) hours of the occurrence of an accident or injury arising out of the Contractor's work under this contract.

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Section 107-Legal Relations and Responsibility to Public continued...

Unsafe Acts: Contractor employees are encouraged to abate or remedy any unsafe act or condition which may arise in the course of Contractor's work under this contract.

Safety Audits: The County reserves the right to conduct safety audits at the job site and stop unsafe acts at any time. In addition, the County shall be notified should any OSHA inspection occur at a County job site.

107-08 PUBLIC CONVENIENCE AND SAFETY:

The Contractor shall control his operations and those of his subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

Before the Contractor or any subcontractor begins work on the project they must read the Gila County Public Works Division Safety & Loss Control booklet and sign an acknowledgement form. All work shall be performed by Federal OSHA Standards.

The Contractor shall maintain the free and unobstructed movement of vehicular traffic with respect to his own operations and those of his subcontractor and all suppliers in accordance with the subsection titled MAINTENANCE OF TRAFFIC of Section 104-04 hereinbefore specified.

107-09 BARRICADES, WARNING SIGNS AND HAZARD MARKINGS:

The Contractor shall furnish, erect and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs and hazard markings shall be suitably illuminated.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the MUTCD.

The Contractor shall furnish and erect all barricades, warning signs and markings for hazards prior to commencing work which required such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Owner's Engineer.

107-10 BLANK

107-11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE: Per Section 107.11 of the ADOT Standard Specifications unless modified herein.

107-12 BLANK

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Section 107-Legal Relations and Responsibility to Public continued...

107-13 RESPONSIBILITY FOR DAMAGE CLAIMS:

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Gila County and their respective agents, representatives, officers, directors, officials, and employees from and against any and all demands, proceedings, suits, actions, claims, damages, or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work. Contractor's duty to defend, indemnify and hold harmless the indemnitee and their respective agents, representatives, officers, directors, officials and employees shall arise in connection with any and all demands, proceedings, suits, actions, claims, workers compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorney's fees, court costs and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death, or injury to, impairment or destruction of property including the loss of use resulting thereon, caused by any act or omission of the Contractor, a subcontractor, anyone directly or indirectly employed by them or for whose acts they may be liable. The amount and type of insurance coverage requirements set forth in the Contract shall in no way be construed as limiting the scope of this indemnity.

107-14 CONTRACTOR'S INSURANCE:

Prior to the execution of the contract, the Contractor shall file with the Owner's Engineer a certificate or certificates of insurance executed by an insurance company doing business in the State of Arizona and acceptable to the Owner's Engineer. The certificate of insurance shall state that, with respect to the contract awarded the Contractor; the Contractor carries insurance in accordance with the requirements of this subsection.

On all policies Gila County shall be named as an additional insured.

INDEMNIFICATION CLAUSE:

The Contractor agrees to indemnify, defend, save and hold harmless the County of Gila, its officers, officials, agents, and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, (hereinafter referred to as Indemnitee), from and against any and all suits and claims, (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") and cost of litigation, liabilities, actions, loss, damage, losses or expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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Section 107-Legal Relations and Responsibility to Public continued...

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

- General Aggregate
\$2,000,000
- Products – Completed Operations Aggregate
\$1,000,000
- Personal and Advertising Injury
\$1,000,000
- Each Occurrence
\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

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Section 107-Legal Relations and Responsibility to Public continued...

2. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language:
"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **(County of Gila, Finance Department, Attention Jeannie Sgroi, 1400 E. Ash Street, Globe, AZ 85501)** and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed in the State of Arizona or which hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Lessee from potential insurer insolvency.

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Section 107-Legal Relations and Responsibility to Public continued...

- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(County Department Representative's Name and Address)**. The County project and contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

107-GC1 THIRD PARTY BENEFICIARY CLAUSE:

It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create to the public or any member thereof a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

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Section 107-Legal Relations and Responsibility to Public continued...

107-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:

(A) General:

The contractor's attention is directed to the requirements of Arizona Revised Statutes Section 40-360.21 through 40-360.29 requiring all parties excavating in public streets, alleys or utility easements to first secure the location of all underground facilities in the vicinity of the excavation.

The contractor shall contact the owners of the various utilities prior to the start of construction and shall obtain from them any information pertaining to existing utilities that will either supplement information shown on the project plans or will correct any such information that may be incorrect. The contractor shall furnish the Engineer with evidence that the contractor has contacted the utility companies. Such evidence shall be submitted at the preconstruction conference, and shall include a copy of the information received from each utility as a result of such contacts.

If the contractor learns from either the owner of the utility or from any other source of the existence and location of properties of railway, telegraph, telephone, fiber optics cable, water, sewer, septic tanks or systems, electric, gas and cable television companies either omitted from or shown incorrectly on the project plans, the contractor shall immediately notify the Engineer and shall not disturb the utilities. Relocation or adjustment of such utilities, if deemed necessary, will be either performed by others or shall be performed by the contractor in accordance with the provisions of Subsection 104-02(C).

The contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum and that services rendered by these parties will not be unnecessarily interrupted.

Temporary or permanent relocation or adjustment of any utility line or service connection desired by the contractor for its convenience shall be its responsibility. The contractor shall obtain the approval of both the Engineer and the utility company and upon approval shall make all necessary arrangements with the utility company and shall bear all costs in connection with such relocation or adjustment. The contractor shall also submit a Sewer Discharge Prevention Plan, as specified in Subsection 107-15(C)(1), describing each anticipated relocation or adjustment involving existing sanitary sewer lines. No work on a particular facility shall begin until all approvals for that facility have been received.

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Section 107-Legal Relations and Responsibility to Public continued...

(B) Contractor Qualifications for Water and Sewer Lines:

Breakage of active sanitary sewer lines may result in the potential spread of disease, contamination of the site and any adjacent bodies of water, and other hazards to the public. Substantial cleanup costs may be associated with such breakage, as well as possible major civil or criminal penalties. Therefore, the Engineer will closely consider the qualifications of any personnel proposed by the contractor to oversee or perform work involving active sanitary sewer lines. The contractor shall not assume that the personnel assigned to perform such work will be acceptable to the Department merely because they meet the experience requirements listed herein.

The contractor, or the subcontracting firm assigned to perform the water and sewer work, shall have a minimum of five years of experience in the installation and construction of underground large diameter (18-inch or above) water and sewer improvements.

In addition, the key personnel assigned by the contractor to perform any work on water or sewer lines, whether from the prime contractor or a subcontracting firm, shall also have at least five years of experience in the installation and construction of underground large diameter (18-inch or above) water and sewer improvements. A minimum of two such people shall be designated by the contractor. The designated personnel may have the title of foreman or superintendent; however, at least one of these people shall be present at all times at the location of any work being performed at or near an active sanitary sewer line.

For both the firm and the key personnel, the experience shall include working with and around water and sewer utility lines that are in service. The contractor shall submit the following documentation to the Engineer for review and approval:

- (1) A list indicating that the designated key project personnel have at least five years of applicable experience, as specified above. The list shall be accompanied with resumes for each of the key people. The resumes shall include the following information, and demonstrate compliance with the specified requirements:
 - (a) Detailed relevant experience for a minimum of two projects, including project description, date of work, actual work performed by the individual, and references (a minimum of one for each project).
 - (b) Level of applicable formal training.
 - (c) Number of years of relevant experience in performing like construction.

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(2) A list of water and sewer construction projects completed by the firm performing the water or sewer work, as specified above, indicating a minimum of five years of applicable experience. Include the dates of work, type of work, description of the project, amount of work performed by the contractor or subcontractor, and the name and phone number of a contact with the owning company or agency for which the work was completed.

(3) List of equipment that will be used for this project. The list shall include, as a minimum, equipment type, date of manufacture, and if contractor-owned or rented.

(4) A list of all violations and citations in the past five years of applicable water and wastewater laws and statutes for both the prime contractor and the subcontractor responsible for the utility work.

The contractor shall submit this documentation to the Engineer for approval at least 21 calendar days prior to any anticipated work involving active sanitary sewer lines, whether new or existing.

(C) Protection of Existing Utility Lines:

At points where the contractor's operations are adjacent to right-of-way properties or easements for railway, telegraph, telephone, water, sewer, electric, gas and cable television companies, hereinafter referred to as utilities, or are adjacent to other facilities and property, damage to which might result in considerable expense, loss, inconvenience, injury or death, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

The exact locations and depths of all utilities that are underground or the location of those on or near the surface of the ground which are not readily visible shall be determined. Such locations shall be marked in such a manner so that all workmen or equipment operators will be thoroughly apprised of their existence and location. It will be the contractor's responsibility to see that every effort possible has been made to acquaint those actually involved in working near utilities not only with the type, size, location and depth, but with the consequences that might follow any disturbance. No trenching or similar operation shall be commenced until the Engineer is satisfied that every possible effort has been taken by the contractor to protect utilities.

The contractor shall coordinate with others working near new or existing sewer lines or other utilities on the procedures to be followed to prevent damaging of these utilities.

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(1) Sewage Discharge Prevention Plan (SDPP):

For any work which may impact active sanitary sewer pipes, whether new or existing, the contractor shall prepare a Sewage Discharge Prevention Plan (SDPP) which shall describe the contractor's procedures and work plan for such lines. The Sewage Discharge Prevention Plan shall also describe the precautions that the contractor shall take to prevent unplanned breakage or spills, and the procedure which the contractor shall follow if breakage or a spill occurs.

The contractor's method of work described in the SDPP shall ensure that any work done in or near any active sewer line is performed in a safe and controlled manner resulting in no accidental discharges. As a minimum, the contractor's equipment and procedures shall be appropriate for the intended work, and shall conform to standard industry practices.

The SDPP shall include information, as specified below, for all portions of the project which involve the following work activities, and for any other element of work which may involve contact with an active sanitary sewer line:

- Interrupt, divert, relocate, plug, or abandon a sewer line or service connection, or
- Brace, or tie into a sewer line or service connection.

Construction activities in the vicinity of active sanitary sewer lines or service connections shall also be included in the SDPP if any of the following conditions exist:

- (1) Any work crossing beneath the pipe, at any angle, regardless of vertical separation.
- (2) Any work crossing over the pipe, at any angle, within two feet of the top of pipe.
- (3) Work located parallel to the pipe within the following areas:
 - (a) For the area from the bottom of the pipe to two feet above the top of the pipe, any work within two feet horizontally of the pipe wall.
 - (b) For the area below the bottom of the pipe, any work located below an imaginary line beginning at the pipe spring line and progressing downward at a slope of 1.5 feet vertically to 1.0 feet horizontally.

The contractor's Sewage Discharge Prevention Plan shall address each of the items tabulated below, as applicable, for every location where construction activity will involve an active sanitary sewer line.

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(2) Required Elements of the Sewage Discharge Prevention Plan:

The following elements shall be addressed in the SDPP:

- (a) Describe the proposed work in general, including the reasons for the work, scope, objectives, locations, dates, and estimated times the work will be conducted. Include project plan sheets detailing the proposed work, and indicating the peak flowrates of active sewer lines, determined as specified.
- (b) For all existing sanitary sewer pipes, determine whether the lines are active or abandoned, and the peak flowrates of lines in service, as provided by the owner of the utility.
- (c) List the key personnel (crew foreman, superintendent, and manager) and field office that are proposed to perform the work (include phone numbers).
- (d) Describe the work in step-by-step detail for each location, including excavation plans and how both the new and existing structures and utilities will be identified and protected.
- (e) Provide a detailed listing of any hardware, fittings, pipe plugs, flex couplings, tools, and materials needed to accomplish the work, and note the status of these items (on-hand, to-be-fabricated, on-order with expected delivery date, etc.). Include any manufacturer's specifications or recommendations, especially for any pipe plugs, sewer line fittings, and patching materials.
- (f) List all major equipment to be used to perform the work. Include in this item any pumps that will be used to perform the work and the rated capacity of the pumps at the anticipated suction head.
- (g) List all equipment to be used in the event of an unplanned release and specify how the equipment will be used. The locations of standby pumps shall be specified in this item. The plan shall indicate that all standby equipment to be used in the event of an unplanned discharge can be delivered to the site and put into service within two hours of identification of any unplanned flow.
- (h) List the safety equipment to be used, and describe any unique safety procedures. Cite the applicable OSHA standards covering the work.
- (i) Describe any contingency plans the contractor will implement in the event of unplanned releases and or damage to existing facilities. List all personnel and subcontractors that will be responsible for responding to unplanned releases or damaged lines. Provide qualifications for all such personnel and subcontractors, including education, formal training, and relevant experience.

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- (j) Describe how the public will be protected during the work, and include or cite any applicable traffic control plans.
- (k) Describe the quality control procedures that will be used in the field.
- (l) Discuss how temporary plugs or flow control devices will be secured, monitored, and removed.

The SDPP shall be in written form, and shall include any diagrams or sketches necessary for clarity. When possible, diagrams and sketches should be shown using the applicable project plan sheets.

The contractor shall modify the SDPP as necessary throughout the project to include any new or revised information relevant to the items listed above. The contractor shall resubmit the revised SDPP to the Engineer for approval in each case.

(3) Sewage Discharge Prevention Plan Approval:

The SDPP shall be submitted to the Engineer at least 21 calendar days before any work involving an active sewer line is to be done. The Engineer will review the plan, solicit comments from the owner or operator of the sewer line, and return the plan to the contractor within 14 calendar days from original submittal.

No work involving active sanitary sewer lines shall be done until a final SDPP meeting all the requirements specified in Subsection 107-15(C)(2) has been approved by the Engineer.

Approval of the contractor's Sewage Discharge Prevention Plans, personnel, or construction methods and operation shall not relieve the contractor from its responsibility to safely perform the work included in this contract, nor from its liability for damage resulting, either directly or indirectly, from its work performed under this contract.

(D) Service Connections:

(1) General:

In the event of interruption to water, sewer, or utility services as a result of accidental breakage or as a result of lines being exposed or unsupported, the contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. When service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

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(2) Unidentified Water and Sewer Connections:

The contractor shall protect unidentified, undamaged water or sewer service connections encountered during excavation. The contractor shall immediately notify the Engineer when an unidentified service connection is encountered.

The contractor shall immediately repair unidentified water or sewer service connections that are damaged during excavation. Any damaged service connections shall be reported to the Engineer, including all remedial actions taken.

(E) Repairing Damaged Lines:

When the operations of the contractor result in damage to any utility line or service connection, the location of which has been brought to the contractor's attention, the contractor shall assume full responsibility for such damage.

Should an unplanned breakage occur in an active sewer line as a result of the contractor's operations, the contractor shall immediately notify the Engineer, and begin repairs to halt any flows and restore normal service, in accordance with the procedures described in the approved Sewage Discharge Prevention Plan. The contractor shall also immediately notify the affected utility company and the appropriate regulatory agencies. The contractor shall be responsible for repairing the damaged pipe, restoring any interruptions in service, and cleaning up the affected areas within 24 hours of the beginning of the spill. Sewage discharge damage assessments, as specified in Subsection 107-15(F), will be charged to the contractor for any unplanned breakage which results in a discharge.

The contractor shall be responsible to repair any breakage, in accordance with requirements of the broken line's owner or operator, and clean up the site per applicable codes and regulations of the Environmental Protection Agency, OSHA, Arizona Department of Environmental Quality (ADEQ), and all other agencies' specifications, at no additional cost to the Department.

(F) Sewage Discharge Damage Assessments:

The Department will assess liquidated damages in accordance with the Table 1 below for each 24-hour period, or portion thereof, for each unplanned breakage that occurs in an active sanitary sewer line as a result of the contractor's operation. The rate of liquidated damages assessed is based on the type and quantity of effluent discharged as determined by the Engineer.

These liquidated damages do not relieve the contractor from any of its responsibilities under the contract, including any liquidated damages that may be assessed under Subsection 108.09 for late completion of the project.

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Liquidated damages assessed by the Department will be independent of any penalties imposed by others.

The contractor acknowledges that Regulatory agencies may assess or impose civil or criminal penalties on the contractor resulting from sewer discharges.

The Department will not be responsible for any civil or criminal penalties, fines, damages, or other charges imposed on the contractor by any regulatory agency or court for sewage discharges that are a result, directly or indirectly, of the contractor's work performed under this contract.

Table 1		
Liquidated Damages (each 24 hour period, or portion thereof)		
Volume of Discharge	Raw Sewage or Industrial Wastewater	Treated Effluent
Less than 10,000 gallons	\$5,000.00	\$1,000.00
10,000-99,999 gallons	\$10,000.00	\$2,000.00
100,000-1 million gallons	\$25,000.00	\$3,000.00
Greater than 1 million gallons	\$40,000.00	\$5,000.00

Liquidated damages shall be assessed for each 24 hour period, or portion thereof, until the contractor has completed all of the following tasks:

- (A) Stopped the discharge.
- (B) Repaired the damaged pipe.
- (C) Restored normal service.
- (D) Fully cleaned and disinfected the site to the satisfaction of the Engineer.

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REDUCTION OF LIQUIDATED DAMAGES: Upon completion of tasks A, B, and C above, and prior to completion of Task D, the liquidated damages assessed for the current 24-hour period shall be at the rate shown in Table 1. However, for each subsequent 24-hour period, the assessment will be one half of the rate shown in Table 1.

Damages will continue at the reduced rate until the site has been fully cleaned and disinfected to the satisfaction of the Engineer.

As an example, the amounts assessed each 24-hour period for an unplanned discharge of 20,000 gallons of raw sewage, in which the contractor completes tasks A, B, and C within the second 24-hour period but does not complete full cleanup until the third 24-hour period, will be as follows:

First 24-hour period: \$10,000.00

Second 24-hour period: \$10,000.00

Third 24-hour period: \$5,000.00

For this example, the total liquidated damage assessment will be \$25,000.00 (\$10,000 + \$10,000 + \$5,000).

107-16 PERSONAL LIABILITY OF PUBLIC OFFICIALS:

In carrying out any of the contractor provisions or in exercising any power or authority granted to him by this contract, there shall be no liability upon the Owner's Engineer, his authorized representatives, or any official of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

107-17 NO WAIVER OF LEGAL RIGHTS:

Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

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SECTION 108 PROSECUTION AND PROGRESS:

108-01 SUBLETTING OF CONTRACT:

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portion thereof or of his right, title or interest therein without written consent of the Owner's Engineer. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization work amounting to not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract and the cost of any such specialty items so performed by subcontract may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with his own organization. No subcontracts or transfer of contract shall release the Contractor of his liability under the contract and bond.

"His own organization" shall be construed to include only workmen employed and paid directly by the prime contractor and equipment owned or rented by him, with or without operators.

"Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, craftsmanship or equipment not ordinarily available in contracting organizations qualified to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

The contract amount upon which the 50 percent requirement is computed includes the cost of materials and manufactured products which are to be purchased or produced by the Contractor under the contract provisions.

Any items that have been selected as "Specialty Items" for the contract will be listed as such in the special provisions, price sheet, or elsewhere in the contract documents.

The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute the orders of the Owner's Engineer.

Should the Contractor elect to assign his contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner. In case of approval, the Contractor shall file copies of all subcontracts with the Owner's Engineer

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108-02 NOTICE TO PROCEED:

The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within ten (10) calendar days of the date set by the Owner's Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Owner's Engineer at least two (2) work days in advance of the time actual construction operations will begin.

108-03 BLANK

108-04 PROSECUTION AND PROGRESS:

The Contractor shall submit his progress schedule for the Owner's Engineer's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Owner's Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Owner's Engineer's request, submit a revised schedule for completion of the work within the contract time and modify his operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Owner's Engineer at least twenty-four (24) hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

108-05 LIMITATION OF OPERATIONS:

The Contractor shall conduct the work at all times in such a manner and in such sequence as will insure the least interference with traffic and the safety of the public and the protection of the workmen. It shall have due regard to the location of detours and to the provisions for handling traffic. It shall not open up work to the prejudice or detriment of work already started. The Engineer may require the contractor to finish a section of work which is in progress before work is started on any additional sections if the opening of such section is essential to public convenience.

Except as required to protect work already accomplished, to provide dust control and for work of a similar nature, no work on Sundays or holidays will be permitted unless written permission is obtained from the Engineer. The contractor shall advise the Engineer at least 24 hours in advance if the contractor elects to work on any Saturday, Sunday or holiday.

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In general, all work shall be performed during daylight hours. If the contractor elects to perform work at night or if the contractor is required to do so in the Special Provisions, the contractor shall furnish, erect and maintain an amount of artificial lighting sufficient for the construction, flagging, inspection, etc. and for the safety of the workers and the traveling public. No night work shall be performed until the Engineer is satisfied that an adequate amount of artificial light has been furnished and placed properly.

108-06 CHARACTER OF WORKERS: Per Section 108.06 of the ADOT Standard Specifications unless modified herein.

108-07 METHODS AND EQUIPMENT: Per Section 108.07 of the ADOT Standard Specifications unless modified herein.

108-GC1 TEMPORARY SUSPENSION OF THE WORK:

The Owner's Engineer shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner's Engineer, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Owner's Engineer's order to suspend work to the effective date of the Owner's Engineer's order to resume the work. Claims for such compensation shall be filed with the Owner's Engineer within the time period stated in the Owner's Engineer's order to resume work. The Contractor shall submit with his claim information substantiating the amount shown on the claim. The Owner's Engineer will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Contractor, or for any other delay provided for in the contract, plans or specifications.

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If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for the continuous flow of traffic.

108-08 DETERMINATION AND EXTENSION OF CONTRACT TIME:

The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

- (a) CONTRACT TIME based on WORKING DAYS shall be calculated weekly by the Owner's Engineer. The Owner's Engineer will furnish the Contractor a copy of his weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK (104-02(C)).

The Owner's Engineer shall base his weekly statement of contract time charged on the following considerations:

- (1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least 6 hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal items of work under construction or temporary suspension of the entire work which have been ordered by the Owner's Engineer for reasons not the fault of the Contractor, shall not be charged against the contract time.
- (2) The Owner's Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.
- (3) The Owner's Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.
- (4) The Owner's Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection titled FINAL ACCEPTANCE of Section 105-20(B).
- (5) The Contractor will be allowed one week in which to file a written protest setting forth his objections to the Owner's Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

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The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 102-06.

Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

- (b) CONTRACT TIME based on CALENDAR DAYS shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's Engineer's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the final cost bears to the estimated cost in the proposal. Such increase in the contract time shall not consider either the cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

- (c) When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially completed.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Owner's Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Owner's Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

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108-09 FAILURE TO COMPLETE ON TIME:

For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 108-08 the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in his contract.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

108-10 DEFAULT AND TERMINATION OF CONTRACT:

The Contractor shall be considered in default of his contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

- (a) Fails to begin the work under the contract within the time specified in the "Notice to Proceed (108-02)"; or
- (b) Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract; or
- (c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or
- (d) Discontinues the prosecution of the work; or
- (e) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
- (f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- (g) Allows any final judgment to stand against him unsatisfied for a period of 10 days; or
- (h) Makes an assignment for the benefit of creditors; or
- (i) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner's Engineer consider the Contractor in default of the contract for any reason hereinbefore, he shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

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If the Contractor or surety, within a period of 10 calendar days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Owner's Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Owner's Engineer will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

108-GC2 TERMINATION OF CONTRACT FOR NATIONAL EMERGENCIES:

The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Owner's Engineer.

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Termination of the contract or a portion thereof shall neither relieve the Contractor of his responsibilities for the completed work nor shall it relieve his surety of its obligation for and concerning any just claim arising out of the work performed.

SECTION 109 MEASUREMENT AND PAYMENT:

Measurement will be in place for the completed work, with no allowance for waste, and as may be more particularly described in the description of the various items set forth in the Standard Specifications and as shown on the plans.

No additional payments will be made for work related to any item unless specifically noted and called for in the Proposal. Payment will be made at the unit price or lump sum price bid in the Proposal.

In addition to the requirements set forth in the ADOT Standard Specifications, no measurement or direct payment will be made for the following work. The cost for such work shall be considered as included in the price of other contract items.

- A. Removal and salvage items as called for on the plans, in the Standard Specifications, or these Special Provisions.
- B. Removal, salvage and or re-installation of existing fence lines.
- C. Sampling, testing, certification, and other quality control actions.
- D. Disposal of surplus, waste or non-salvageable materials.
- E. Grading of drainage ditches and drainage excavation not called out on the plans.
- F. Preparation and submittal of operation, traffic control, and storm water pollution prevention plans, whether specified herein or required by the other agencies.
- G. Obtaining and maintaining any required environmental and or other permits and licenses.

The quantities set forth in the Proposal are used for the purpose of determining the basis of the award of the Contract, and may be increased or decreased 10% or less by the Owner to conform to the requirements of the work as set forth on the plans, and the Contractor shall agree to perform the work on the basis of the prices bid for the items contained in the Proposal regardless of whether or not the items or units are decreased or increased.

The Owner's Engineer shall have the right to order omitted from the Contract any minor item found unnecessary to the work without violating the Contract or Performance Bond, and without any compensation to the Contractor.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Section 109-Measurement and Payment continued...

To ensure the Contractor's satisfactory performance of the Contract, progress payments shall be subject to retainage pursuant to A.R.S. §34-221 in the amount of 10% of the approved estimate of the Work performed in the preceding calendar month. When the Work is 50% complete, the retainage shall be reduced to 5% so long as the Contractor is making satisfactory progress. If the Owner determines in writing that the Contractor is not making satisfactory progress at any time, the 10% retainage may be reinstated. In lieu of retainage, the Contractor may post substitute security meeting the requirements of A.R.S. §34-221.

109-01 MEASUREMENT OF QUANTITIES: Per Section 109.01 of the ADOT Standard Specifications unless modified herein.

109-02 SCOPE OF PAYMENT:

The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the subsection titled NO WAIVER OF LEGAL RIGHTS of Section 107-17.

When the "basis of payment" subsection of a specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans or specifications.

Periodic progress payments shall be in accordance with A.R.S. §34-221.

109-03 COMPENSATION FOR ALTERED QUANTITIES:

When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 104-02(A) will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his unbalanced allocation of overhead and profit among the contract items, or from any other cause.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Section 109-Measurement and Payment continued...

109-04 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK:

Extra work, performed in accordance with the subsection titled EXTRA WORK of Section 104-02(C), will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work requiring that it be done by force account, such force account shall be measured and paid for as follows:

- (a) Labor. For all labor (skilled and unskilled) and foremen in direct charge of a specific force account item, the Contractor shall receive the rate of wage (or scale) for every hour that such labor or foreman is actually engaged in the specified force account work. Such wage (or scale) shall be agreed upon in writing before beginning the work.

The Contractor shall receive the actual costs paid to, or in behalf of, workers by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work. An amount equal to 15 percent of the sum of the above items will also be paid the Contractor.

- (b) Insurance and Taxes. For property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security taxes on the force account work the Contractor shall receive the actual cost, to which cost (sum) 5 percent will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance and taxes.
- (c) Materials. For materials accepted by the Owner's Engineer and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth), to which cost (sum) 15 percent will be added.
- (d) Equipment. For any machinery or special equipment (other than small tools) including fuel and lubricants, plus transportation costs, the use of which has been authorized by the Owner's Engineer, the Contractor shall receive the rental rates in the current "Blue Book for Construction Equipment".
- (e) Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- (f) Comparison of Records. The Contractor and the Owner's Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and Owner's Engineer or their duly authorized representatives.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Section 109-Measurement and Payment continued...

- (g) Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Owner's Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:
- (1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
 - (2) Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.
 - (3) Quantities of material, prices, and extensions.
 - (4) Transportation of materials.
 - (5) Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contribution and social security tax.

Statements shall be accompanied and supported by receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his stock, that the quantity claimed, was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

The additional payment, based on the percentages specified above, shall constitute full compensation for all items of expense not specifically provided for in the force account work. The total payment made as provided above shall constitute full compensation for such work.

109-05 PAYMENT FOR OMITTED ITEMS:

As specified in the subsection titled OMITTED ITEMS of Section 104-02(B), the Owner's Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the Owner's Engineer omit to order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Owner's Engineer's order to omit or non-perform such contract item.

Acceptable materials ordered by the contract or delivered on the work prior to the date of the Owner's Engineer's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Section 109-Measurement and Payment continued...

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Owner's Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature and amount of such costs.

109-06 THRU 109-08 BLANK

109-09 ACCEPTANCE AND FINAL PAYMENT:

When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 105-20(B), the Owner's Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Owner's Engineer's final estimate or advise the Owner's Engineer of his objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and Owner's Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Owner's Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Owner's Engineer's estimate under protest of the quantities in dispute and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 105-21.

After the Contractor has approved, or approved under protest, the Owner's Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

Contractor shall provide an executed Affidavit of Release of Liens and an Affidavit of Payment to the Owners Engineer prior to the release of the final payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 105-21 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental, final estimate.

SECTION 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS:

Removal of Structures and Obstructions shall be in accordance with Section 202 of the ADOT Standard Specifications unless modified herein.

202-4 Method of Measurement: of the Standard Specifications is revised to read:
No separate measurement will be made for the removal of structures and obstructions.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Section 202-Removal of Structures and Obstructions continued...

202-5 Basis of Payment: : of the Standard Specifications is revised to read:
Payment for the removal of structures and obstructions shall be considered as included in the total contract cost.

Full compensation for any saw cutting necessary to perform the construction operations specified herein shall be considered as included in the total contract cost.

SECTION 205 GRADING ROADWAY FOR PAVEMENT:

Grading roadway for pavement shall be in accordance with Section 205 of the ADOT Standard Specifications unless modified herein.

205-4 Method of Measurement: of the Standard Specifications is revised to read:
No separate measurement will be made for grading roadway for pavement.

205-5 Basis of Payment: of the Standard Specifications is revised to read:
Payment for grading roadway for pavement shall be considered as included in the total contract cost.

SECTION 303 AGGREGATE SUBBASES AND AGGREGATE BASES:

Aggregate Base Course shall be Class II in accordance with Section 303 of the ADOT Standard Specifications unless modified herein.

See **APPENDIX B** for aggregate base course placement locations

303-4 Method of Measurement: of the Standard Specifications is revised to read:
No separate measurement will be made for aggregate base course.

303-5 Basis of Payment: of the Standard Specifications is revised to read:
Payment for aggregate base course shall be considered as included in the total contract cost.

SECTION 404 BITUMINOUS TREATMENTS:

Bituminous Treatments shall be in accordance with Section 404 of the ADOT Standard Specifications unless modified herein.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Section 404-Bituminous Treatments continued...

404-3.12 Tack Coat: of the Standard Specifications is revised to read:

Tack coat shall be applied prior to placing a bituminous mixture on a primed surface, an existing bituminous surface, or an existing Portland cement concrete pavement surface. Tack coat shall also be applied between layers of bituminous mixtures. A light coat of bituminous material shall also be applied to edges or vertical surfaces against which a bituminous mixture is to be placed.

The contractor shall choose the bituminous material to be used for tack coat. The Engineer must approve the contractor's choice of bituminous material prior to its use.

The bituminous material used for tack coat shall conform to the requirements of Section 1005.

The rate of application for the specific usage will be specified by the Engineer. The following table shows approximate tack coat application rates:

Type of Bituminous Material	Approximate Tack Coat Application Rates: Gallons / Square Yard		Payment Factor
	Prior to Placing ACFC or AR-ACFC	All Other Tack Coats	
Emulsified Asphalt (Special Type) – See Note Below.	Not Allowed	0.12	0.7
Emulsified Asphalt (Other than Special Type)	0.08	0.08	1.0
Asphalt Cement	0.06 to 0.08	0.06 to 0.08	1.0
Note: Emulsified Asphalt (Special Type) shall consist of Type SS-1 or CSS-1 emulsified asphalt diluted with water to provide an asphalt content of not less than 26 percent.			

If emulsified asphalt of any type is used, it shall have broken before the bituminous mixture is placed.

If emulsified asphalt of any type is held overnight, it shall be reheated and agitated prior to further application.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Section 404-Bituminous Treatments continued...

The Engineer may either adjust the application rate or, except as specified below, eliminate the use of tack coat in any part of the work if, in the Engineer's judgment, the bituminous mixture to be placed will be effectively bonded to the underlying surface. For asphaltic concrete friction course, asphaltic concrete friction course (asphalt-rubber), or asphaltic concrete (asphalt-rubber), application of the tack coat immediately prior to placing such pavements shall not be eliminated, although the Engineer may adjust the application rate.

Tack coat shall be applied only as far in advance of the placement of the bituminous mixture as is necessary to obtain the proper condition of tackiness. In no event shall more tack coat be applied in one day than will be covered by the bituminous mixture during that same day.

404-4 Method of Measurement: of the Standard Specifications is revised to read:
No separate measurement will be made for bituminous treatments.

404-5 Basis of Payment: of the Standard Specifications is revised to read:
Payment for bituminous treatments shall be considered as included in the total contract cost.

SECTION 409 ASPHALT CONCRETE (MISCELLANEOUS STRUCTURAL):

Asphaltic Concrete Pavement shall be in accordance with Section 409 of the ADOT Standard Specifications except as modified herein.

409-1 Description: of the Standard Specifications is revised to read:

The work under this section shall consist of constructing Asphaltic Concrete (Miscellaneous Structural), hereinafter asphaltic concrete, by furnishing all materials, mixing at a plant, hauling and placing a mixture of aggregate materials, mineral admixture, and bituminous material (asphalt cement) to form a pavement course or to be used for other specified purposes, in accordance with the details shown on the project plans and the requirements of these specifications, and as directed by the Engineer.

The contractor shall acquire and make all arrangements for a source or sources of material, furnish a mix design which will meet the design criteria specified hereinafter, and provide all the equipment, materials, and labor necessary to complete the work.

See **APPENDIX B** for asphalt concrete placement locations.

409-2.02 Bituminous Material: the first paragraph of the Standard Specifications is revised to read:

Asphalt cement shall be a performance grade (PG) asphalt binder, conforming to the requirements of Section 1005. The type of asphalt binder shall be **PG 64-22**.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Section 409-Asphalt Concrete (Miscellaneous Structural) continued...

409-2.03 Mineral Admixture: the last paragraph of the Standard Specifications is revised to read:

The certification and acceptance of Portland cement, blended hydraulic cement, and hydrated lime shall be in accordance with Materials Policy and Procedure Directive No. 13, "Certification and Acceptance of Hydraulic Cement, Fly Ash, Natural Pozzolan, Silica Fume, and Lime".

409-2.04 Mix Design: the third and fourth paragraphs of the Standard Specifications are revised to read:

The mix design shall be prepared by or under the direct supervision of a professional engineer experienced in the development of mix designs and mix design testing. The mix design shall be provided in a format that clearly indicates all the mix design requirements and shall be sealed, signed, and dated by the mix design engineer.

The mix design shall be prepared by a mix design laboratory that has met the requirements of the Materials Policy and Procedure Directive No. 19, "ADOT System for the Evaluation of Testing Laboratories".

The contractor may propose the use of a mix design that has been developed for a previous project. The proposed mix design shall meet the requirements of these specifications. The contractor shall provide evidence that the type and source of bituminous material, the type of mineral admixture, and the source and methods of producing mineral aggregate have not changed since the formulation of the previous mix design. The contractor shall also provide current test results for all specified characteristics of the mineral aggregate proposed for use. The Engineer will determine if the previously used mix design is suitable for the intended use and if the previous use of the mix design was satisfactory to the Department. The Engineer will either approve or disapprove the proposed mix design. Should the Engineer disapprove the use of the previously used mix design, the contractor shall prepare and submit a new mix design proposal in accordance with the requirements of these specifications.

A previously used mix design older than two years from the date it was formulated, sealed, signed, and dated shall not be allowed for use. Once approved for use on a project, a previously used mix design may be used for the duration of that project.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Section 409-Asphalt Concrete (Miscellaneous Structural) continued...

409-2.04 Mix Design: the last two paragraphs of the Standard Specifications are revised to read:

The mix design shall meet the following criteria when tested in accordance with the requirements of the following test methods:

Criteria	Requirement	Arizona Test Method
1. Voids in Mineral Aggregate: %, Range	14.5 – 18.5	815
2. Effective Voids: %, Range	5.3 – 5.7	815
3. Absorbed Asphalt: %, Range	0 – 1.0	815

The Engineer reserves the right to adjust the asphalt content during production from the mix design value without additional compensation to the contractor in order to obtain desirable effective voids.

409-2.05 Sampling and Testing: of the Standard Specifications is revised to read:

Sampling and testing the materials and mixture for quality control purposes shall be the contractor's responsibility. The Engineer reserves the right to sample and test the materials and mixture when necessary to determine that they reasonably conform to the requirements specified herein.

409-3.01 General: the ninth, tenth, eleventh, and twelfth paragraphs of the Standard Specifications are revised to read:

All wheels and tires of compactors and other equipment surfaces shall be treated when necessary with a release agent approved by the Engineer in order to prevent the sticking of asphaltic concrete. Release agents which degrade, dissolve, or in any way damage the bituminous material shall not be used. Diesel fuel shall not be used as a release agent.

Asphaltic concrete immediately behind the laydown machine shall be in a thoroughly mixed, free-flowing, and workable condition, be free of lumps and crusts, and have a minimum temperature of 275 degrees F.

All courses of asphaltic concrete shall be placed and finished by means of self-propelled paving machines except under certain conditions or at certain locations where the Engineer deems the use of self-propelled paving machines impractical.

The speed of the paving machine shall be coordinated with the production of the plant and an adequate number of trucks for hauling asphaltic concrete shall be available in order to achieve, as far as practical, a continuous operation.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Section 409-Asphalt Concrete (Miscellaneous Structural) continued...

Self-propelled paving machines shall spread the mixture within the specified tolerances, without segregation or tearing, true to the line, grade, and crown indicated on the project plans. Pavers shall be equipped with hoppers and augers which will distribute the mixture uniformly in front of adjustable screeds.

409-3.01 General: the seventeenth paragraph of the Standard Specifications is revised to read:

Before asphaltic concrete is placed, the surface to be paved shall be cleaned of all objectionable material and tacked with bituminous material in accordance with the requirements of Section 404.

409-4 Method of Measurement: of the Standard Specifications is revised to read:
No separate measurement will be made for asphaltic concrete (miscellaneous structural).

409-5 Basis of Payment: of the Standard Specifications is revised to read:
Payment for the accepted quantities of asphaltic concrete, complete in place, shall be considered as included in the total contract cost.

No direct payment will be made for the bituminous material and mineral admixture in the asphaltic concrete, or the bituminous material for the tack coat and application of the tack coat, the price being considered as included in the total contract cost.

SECTION 701 MAINTENANCE AND PROTECTION OF TRAFFIC:

Maintenance and Protection of Traffic shall be in accordance with Section 701 of the ADOT Standard Specifications, except as modified herein.

701-4 Method of Measurement: of the Standard Specifications is revised to read:
No separate measurement shall be made for Maintenance and Protection of Traffic.

701-5 Basis of Payment: of the Standard Specifications is revised to read:
Payment for all work necessary to provide Maintenance and Protection of Traffic shall be considered as included in the total contract cost.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT



***Contract Forms are a binding part of
Informal Bid Documents and Awarded Contract.***

CONTRACT FORMS

Proposal	P-1 to P-3
Price Sheet	PS-1 to PS-2
Bid Bond	BB-1
Qualification & Certification	QC-1 to QC-2
Reference List	RL-1
Affidavit of Non-Collusion	ANC-1
Subcontractor Certification	SC-1
Checklist & Addenda Acknowledgment	CK-1
Contract	C-1 to C-7
Contract Performance Bond	CPB-1
Labor and Materials Bond	LMB-1
Contract Performance Warranty	CPW-1
IRS W-9 Form	W-9

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

PROPOSAL (P-1 to P-3)

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for **BID NO. 031416 Timber Region Asphalt Patching Project, Gila County, ARIZONA**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

and no others. The Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned above, and no member or employee of Gila County is personally or financially interested, directly or indirectly, in the Proposal, or in any purchase or sale of any materials or supplies for the work to which it relates, or in any portion of the profits thereof.

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed, and to accept, as full compensation therefore, the sum of the various products obtained by multiplying each unit price, herein bid for the work or materials on the attached Price Sheet, by the quantity thereof actually incorporated in the complete project, as determined by the Public Works Director. The undersigned understands that the quantities mentioned herein are approximate only and are subject to increase or decrease and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the attached Price Sheet.

The undersigned further proposes to perform all extra work that may be required on the basis provided in the Specifications and to give such work personal attention and to secure economical performance.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Proposal continued...

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work **within thirty (30) Calendar Days from the commencement date as specified on the Notice to Proceed**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten (10) percent of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

If by a Corporation:

(SEAL)

Corporate Name: _____

Corporate Address: _____

Incorporated under the laws of the State of : _____

By (Signature): _____ **Date:** _____

President: _____

Secretary: _____

Treasurer: _____

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Proposal continued...

If by a Firm or Partnership:

Firm or Partnership Name: _____

Firm or Partnership Address: _____

By (Signature): _____ **Date:** _____

Name and Address of Each Member: _____

If by an Individual:

Signature: _____ **Date:** _____

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

PRICE SHEET (PS-1 to PS-2)

**TIMBER REGION ASPHALT PATCHING PROJECT
GILA COUNTY, ARIZONA**

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

Firm Name: _____

TOTAL CONTRACT PRICE, for the sum of \$ _____

WRITTEN TOTAL CONTRACT PRICE

_____ **Dollars**

and _____ **Cents.**

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Page PS-1 of the Proposal. The Bidder agrees that the Contract Price will be payment in full for all work shown on the plans and described in the Contract Documents.

Any authorized increases or decreases to the work shall be authorized by Change Order. The Contract Price shall be increased or decreased by the amount of work or material increased or decreased at the following Bid Unit Prices.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

PRICE SHEET (PS-1)

TIMBER REGION ASPHALT PATCHING PROJECT Bid 031416
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Quantity	Unit	Description	Unit Price	Extension
3,057	SQ. YD.	Asphaltic Concrete Patch	\$_____	\$_____

TOTAL BID IN WORDS \$ _____

*Price to include all applicable taxes and required fees.

No tax shall be levied against labor. Payment will be made based on actual quantities.

GILA COUNTY

SURETY (BID) BOND (BB-1)

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____,

as Principal, hereinafter called the Principal, and _____,

a corporation duly organized under the laws of the State of _____,

as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

BID NO. 031416, TIMBER REGION ASPHALT PATCHING PROJECT

NOW THEREFORE, if the Obligee, acting by and through its Public Works Director, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of ARS '34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Principal

Surety

By

By Attorney-in-Fact

Title

Address, Attorney-in-Fact

Subscribed and sworn to before me
this ____ day of _____, 20____

My commission expires: _____

Notary Public

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

GILA COUNTY
QUALIFICATION AND CERTIFICATION FORM (QC-1 TO QC-2)

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 031416-TIMBER REGION ASPHALT PATCHING PROJECT

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

2. Has Contractor (under its present or any previous name) ever failed to complete a contract?

_____Yes _____No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.

5. Contractor must also provide at least the following information:

- a. A brief history of the Contractors Firm.
- b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
- c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

- d. List of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. The subcontractors Arizona ROC, contact name and phone # must be included.
- e. List the specific qualifications the Contractor has in supplying the specified services.
- f. Gila County reserves the right to request additional information.

6. Contractor Experience Modifier (e-mod) Rating in Arizona: _____

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. Current Arizona Contractor License Number: _____

Signature of Authorized Representative

Printed Name

Title

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

GILA COUNTY
REFERENCE LIST (RL-1)

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References

Please list a minimum of four (4) references for projects of similar size and scope as this Invitation for Bids during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** _____
Contact: _____
Phone: _____
Address: _____

2. **Company:** _____
Contact: _____
Phone: _____
Address: _____

3. **Company:** _____
Contact: _____
Phone: _____
Address: _____

4. **Company:** _____
Contact: _____
Phone: _____
Address: _____

Name of Business

Signature of Authorized Representative

Title

STATE OF ARIZONA)
)ss
COUNTY OF:)

That he is _____
(Title)
of _____ and
(Name of Business)

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

(Name of Business)

Name of Business

By

Title

Subscribed and sworn to before me this _____ day of _____, 20_____.

My Commission expires:

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING (SC-1)

At the time of the submission of **Invitation for Bid No. 031416, TIMBER REGION ASPHALT PATCHING PROJECT**, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such **subcontractors will be identified and approved by the County prior to award of contract**; and that documentation, such as copies of letters, requests for quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

Yes ☐ it is my intention to subcontract a portion of the work.

No ☐ it is not my intention to subcontract a portion of the work.

Name of Business

Signature of Authorized Representative

Title

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

BIDDERS CHECKLIST (CK-1)

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and executed and submitted with this bid. If bidder fails to complete and execute any portion of the Bid Documents, this bid will be determined to be "non-responsive" and rejected.

CHECKLIST:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED AND EXECUTED</u>
Proposal	_____
Price Sheet	_____
Surety (Bid) Bond	_____
Qualification & Certification Form	_____
Reference List	_____
Affidavit of Non-Collusion	_____
Subcontractor Certification	_____
Contract	_____
Bidders Checklist & Addenda Acknowledgment	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials and Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2016.

CONTRACTOR:

BY:

Each proposal shall be sealed in an envelope addressed to Gila County Procurement Department and bearing the following statement on the outside of the envelope: **Proposal to Construct: TIMBER REGION ASPHALT PATCHING PROJECT, Gila County, Arizona, Bid No. 031416.** All proposals shall be filed at **Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501**, on or before **Wednesday, May 18, 2016.**

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

GILA COUNTY
CONTRACT NO. 031416 (C-1 TO C-7)

THIS AGREEMENT, made and entered into this _____ day of _____, **2016**, by and between Gila County, a political subdivision of the State of Arizona, party of the first part, hereinafter designated the **OWNER**, and _____ of the City of _____, County of _____, State of Arizona, party of the second part, hereinafter designated the **CONTRACTOR**.

WITNESSETH: That the said **Contractor**, for and in consideration of the sum to be paid him by the said **Owner**, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the bond hereto attached, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I - SCOPE OF WORK: The **Contractor** shall furnish any and all plant materials, labor, construction equipment, and services, required for performing all work for construction for **Bid No. 031416, TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA** in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the **Owner**, in a good and workmanlike and substantial manner and to the satisfaction of the **Owner** through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the **Owner**, and with such modifications of the same and other documents that may be made by the **Owner** through the Engineer, or his properly authorized agents, as provided herein. Once the Bid has been awarded the bid number 031416 will become the Contract Number.

ARTICLE II - CONTRACT DOCUMENTS: The attached "Call for Bids", "Special Provisions", "Proposal", "Price Sheet", "Bid Bond", "Qualification & Certification Forms", "Reference List", "Affidavit of Non-Collusion", "Subcontractor Certification", "Employment Laws Acknowledgment", "Checklist & Addenda Acknowledgment", "Performance Bond", "Labor and Materials Bond", "Contract Performance Bond", and Plans thereto, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full. In the event of any conflict or any inconsistency in the documents, controlling weight shall be assigned in the following order: the Contract; the Special Provisions; all other documents. The Contract is considered invalid unless signed by the Gila County Board of Supervisors.

ARTICLE III – SAFETY AND LOSS CONTROL: The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Contract continued...

ARTICLE IV – INDEMNIFICATION CLAUSE: The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE V – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Contract continued...

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Jeannie Sgroi, Contracts Administrator, 1400 E. Ash St., Globe, AZ 85501** and shall be sent by certified mail, return receipt requested.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Contract continued...

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Jeannie Sgroi, Contracts Administrator, 1400 E. Ash St., Globe, AZ 85501**. The County project and contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors’ certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage’s for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE VI - TIME OF COMPLETION: The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, and services for performing all of the work for construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Proposal.

Work on this project shall start within **no later than ten (10) Days of the commencement date on the Notice To Proceed**, and shall be completed within the following limits:

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Contract continued...

SCHEDULE:

For construction in the contract documents, the project shall be completed within **30 Calendar Days of the commencement date as specified on the Notice To Proceed.**

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Engineer, to complete the work to the satisfaction of the Engineer and within the aforesaid time limits, the Owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, an amount as fixed by the following schedule:

<u>WORK ITEM</u>	<u>DAILY CHARGE PER CALENDAR DAY</u>
All work not complete within the above specified time after start of work.	\$350.00

If no money shall be due the Contractor, the Owner shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, liquidated damages as fixed by the above schedule; said deduction to be made, or said sum to be recovered, not as a penalty, but as liquidated damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must delay the completion of the said work or any delay occasioned by the Owner, the Engineer may extend the period hereinafter specified for the completion of said work in accordance with the specifications and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

ARTICLE VII - CANCELLATION: This agreement is subject to cancellation pursuant to **A.R.S. §38-511** and **GENERAL PROVISION 108-10 DEFAULT AND TERMINATION OF CONTRACT.**

ARTICLE VIII - PAYMENTS: The Contractor shall make an estimate of the work performed during the preceding month and submit the same to the Engineer for checking. On or before **thirty (30) days** after the certified and approved estimate of the work is received by the Owner, the Owner shall pay to the Contractor ninety percent (90%) of the value of said work in place, as approved by the Engineer. The balance of ten percent (10%) of the estimate shall be retained by the Owner until the time of final payment and acceptance of said work, as per **A.R.S. §34-221(A)(2).**

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Contract continued...

ARTICLE IX – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. The Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor.

The **Contractor** shall comply with the applicable provisions of the Americans with Disabilities Act (**Public Law 101-336, 42 U.S.C. 12101-12213**) and applicable Federal regulations under the Act.

ARTICLE X – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. §23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Contract continued...

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

IN WITNESS WHEREOF, three (3) identical copies of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of this Contract by the **Contractor**, the **Owner** agrees to pay the amount of \$ _____ **INCLUDING ALL APPLICABLE TAXES** through a payment schedule as described in the Contract documents and as may be modified and executed by change orders and by final quantities.

The **Contractor** agrees that this contract, as awarded, is for the following work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal and attached Price Sheet for:

TIMBER REGION ASPHALT PATCHING PROJECT
CONTRACT NO. 031416

OWNER:

CONTRACTOR:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

Contractor Signature

Print Name

ATTEST:

Witness (If Contractor is Individual)

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

STATUTORY PERFORMANCE BOND (CPB-1)
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,

_____, (hereinafter called the Principal), as Principal,

and

_____, (hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% OF CONTRACT AMOUNT) _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2016.

Principal

Seal

Surety

Seal

By:

Agency of Record

By:

Arizona Countersignature

Agency Address

Address

Phone Number

STATUTORY LABOR AND MATERIALS BOND (LMB-1)
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,

_____, (hereinafter called the Principal), as Principal,
and

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount) _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2016.

Principal

Seal

Surety

Seal

By:

Agency of Record

By:

Arizona Countersignature

Agency Address

Address

Phone Number

GILA COUNTY
CONTRACT PERFORMANCE WARRANTY (CPW-1)

I, _____, representing
_____ (company name)

do hereby warranty the work performed for the:

TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA,

for a period of **two (2) years** from completion of said work.

Said work shall be free from defects which would cause the work not to perform in its intended manner.

(Officer, Partner, Owner)

Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

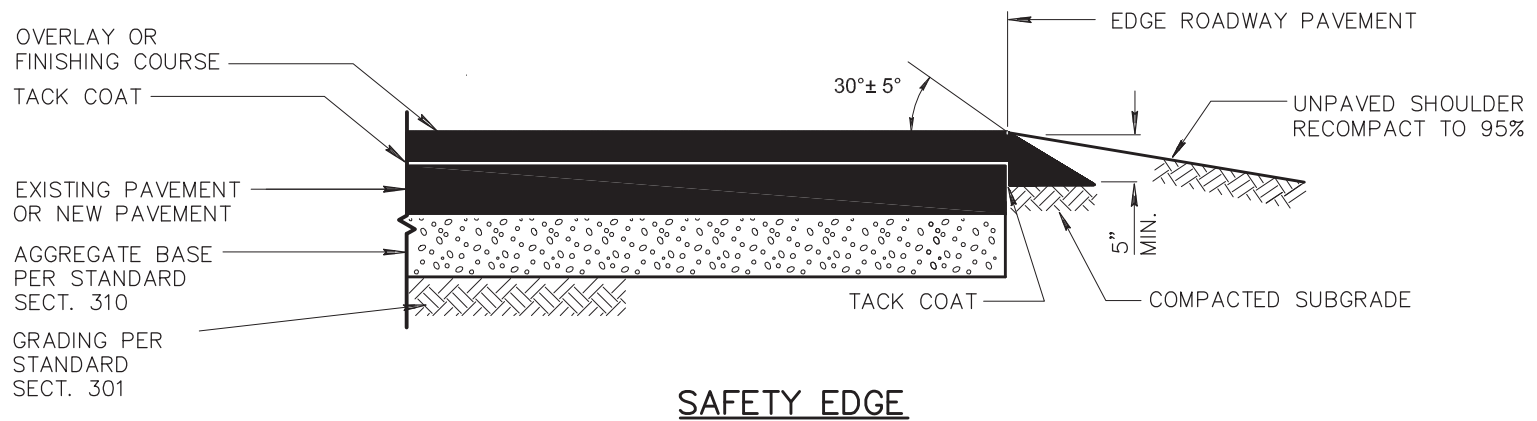
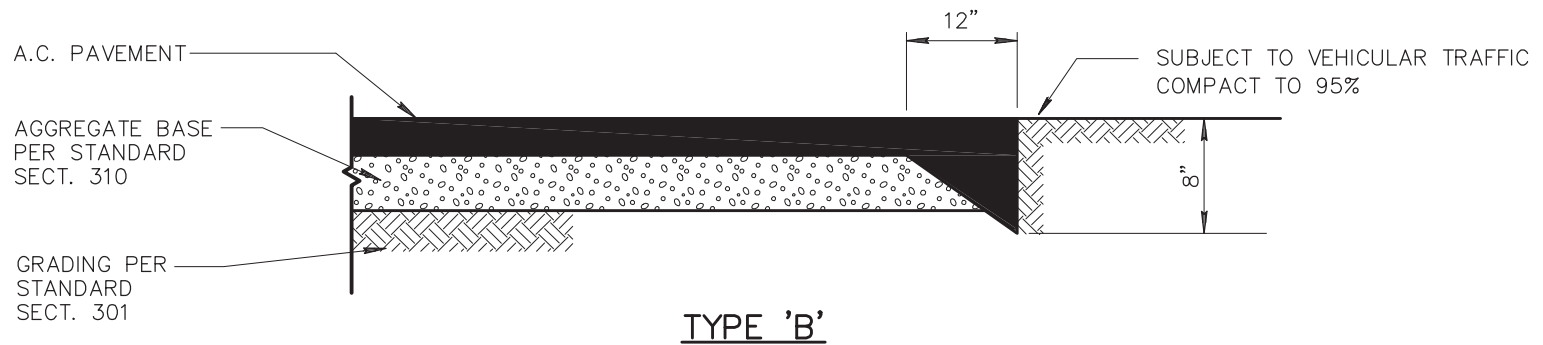
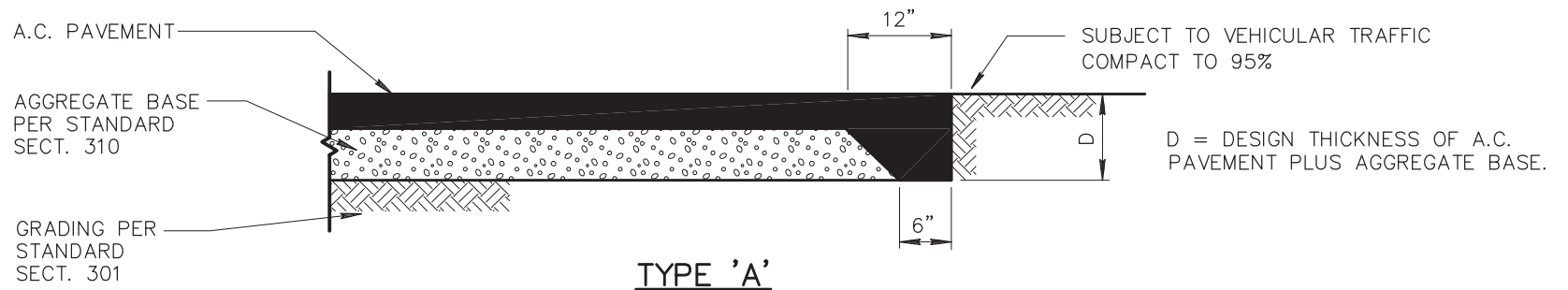
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

APPENDIX A

(REFERENCED STANDARD DETAILS)



DETAIL NO.

201



STANDARD DETAIL
ENGLISH

ASPHALT PAVEMENT EDGE DETAILS

DATE

01-01-2014

DETAIL NO.

201

APPENDIX B

(PATCHING LOCATIONS)

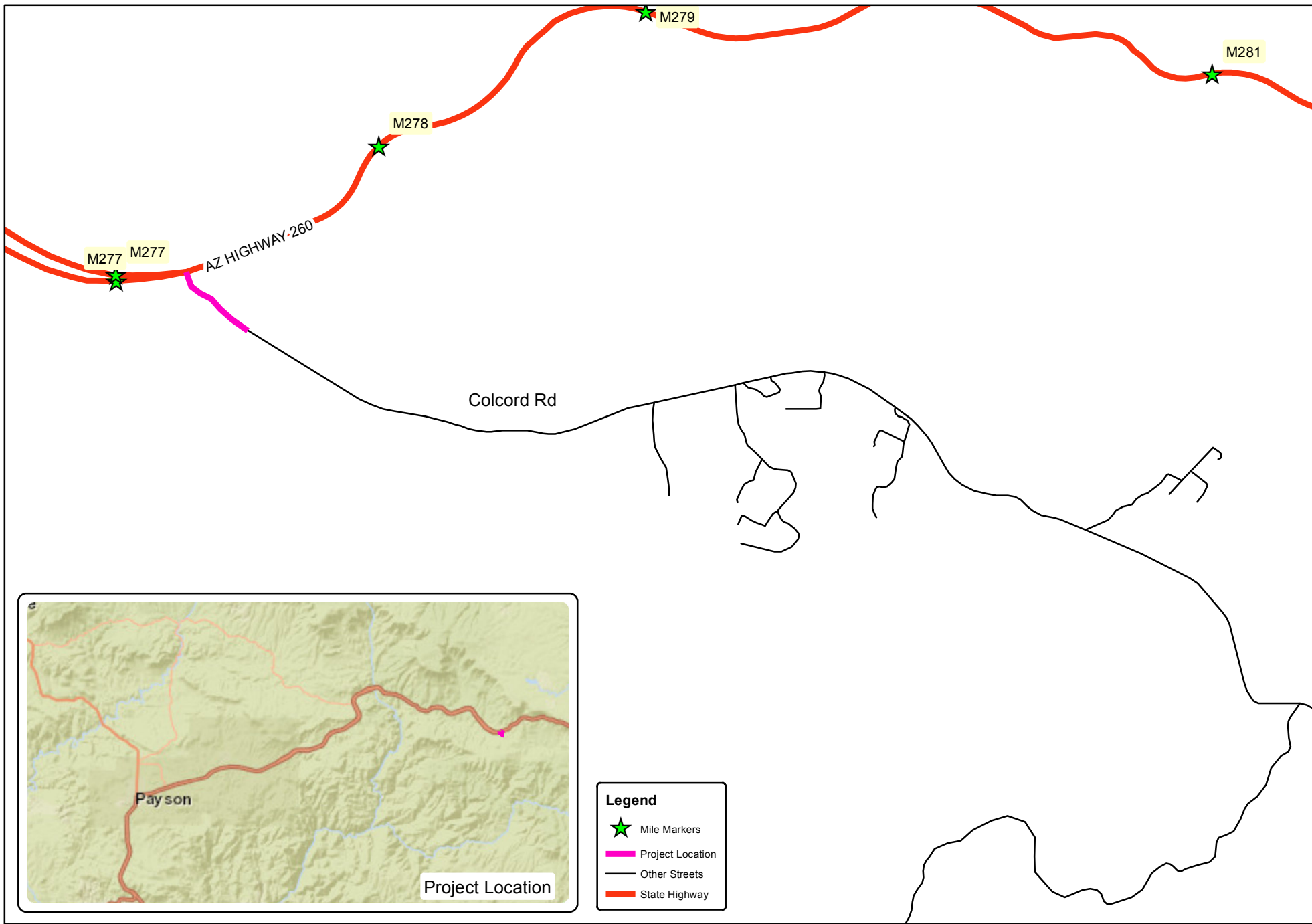
APPENDIX B

TIMBER REGION ASPHALT PATCHING LOCATIONS

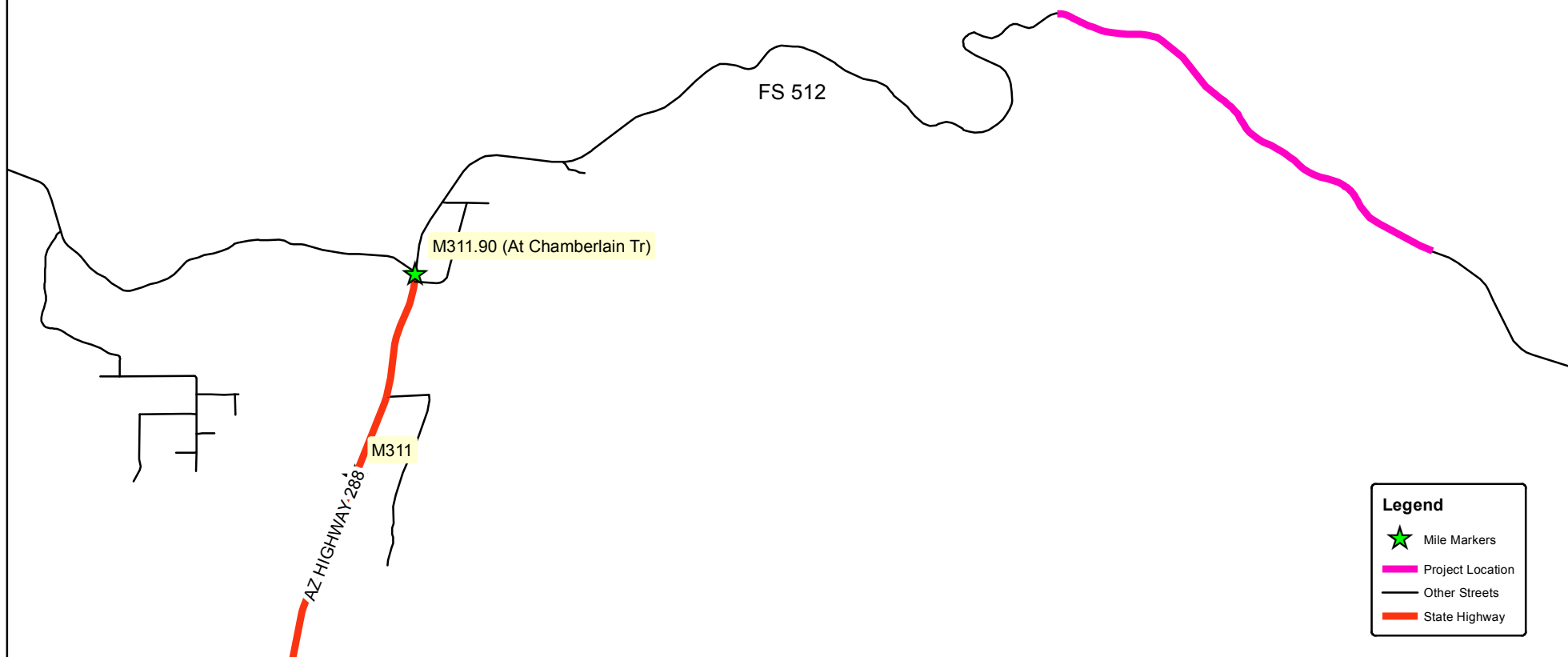
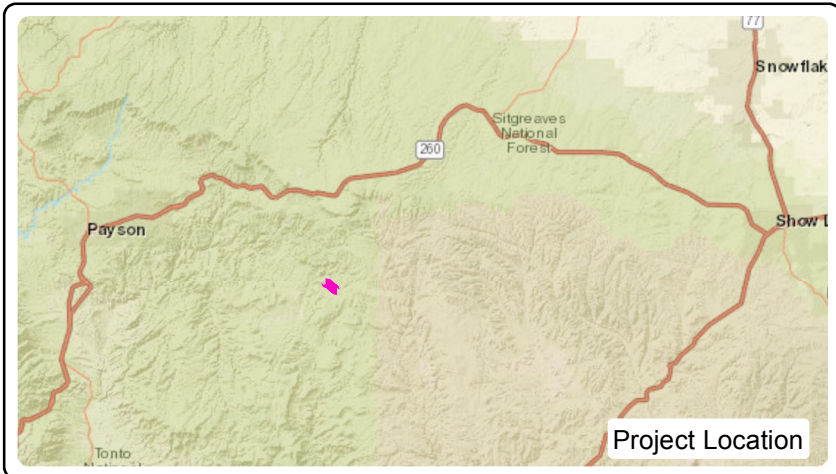
<u>LOCATION</u>	LENGTH (FT)	WIDTH (FT)	AREA (SQ YD)
COLCORD RD - A	36	10	40.00
COLCORD RD - B	171	30	570.00
COLCORD RD - C	30	6	20.00
FS512 RD - A	25	15	41.67
FS512 RD - B	12	15	20.00
FS512 RD - C	18	9	18.00
FS512 RD - D	31	10	34.44
FS512 RD - E	25	9	25.00
FS512 RD - F	18	9	18.00
FS512 RD - G	18	8	16.00
FS512 RD - H	20	12	26.67
FS512 RD - I	45	9	45.00
FS512 RD - J	33	12	44.00
FS512 RD - K	85	11	103.89
HUNTER CRK - A	640	24	1,706.67
HUNTER CRK - B	30	15	<u>50.00</u>
SUBTOTAL			2,779.33
10% OF TOTAL			277.93
TOTAL			3,057.27

APPENDIX C

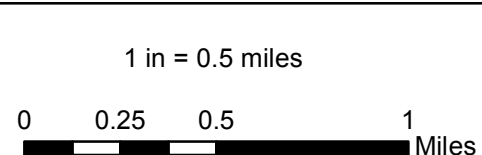
(PATCHING LOCATION MAPS)

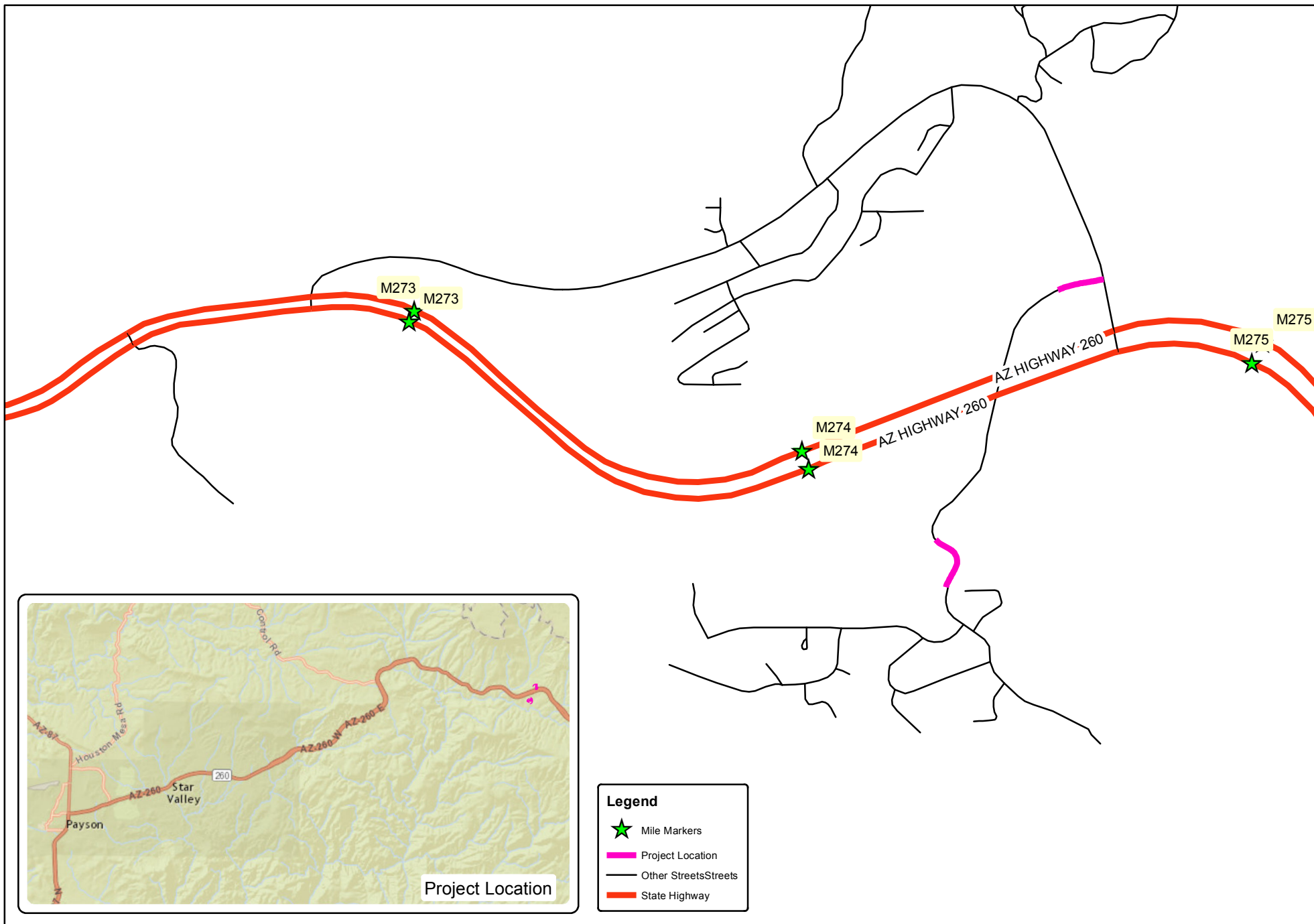


Colcord Rd



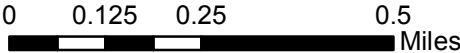
FS 512 - Bottom





Hunter Creek Dr

1 in = 0.25 miles



ARF-3712

Regular Agenda Item 2. H.

Regular BOS Meeting

Meeting Date: 04/19/2016

Submitted For: Jeff Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator

Department: Finance

Fiscal Year: 2016-2017 Budgeted?: Yes

Contract Dates 04-19-2016 to Grant?: No

Begin & End: 04-18-2017

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Contract award for Invitation for Bid No. 021616-1 - Purchase up to Five New, Full Size, 4 Door, 4x4, SSVs (Special Service Vehicle).

Background Information

On March 15, 2016, the Gila County Board of Supervisors authorized the advertisement of Invitation for Bid No. 021616-1 for the purchase of up to 5 new SSVs, to allow the County Fleet Department the ability to receive proposals from automobile suppliers and have the option to purchase up to five new units, during a one-year period, if necessary.

Invitation for Bids No. 021616-1 was advertised in the Arizona Silver Belt on March 23, 2016 and March 30, 2016. All sealed bids were due by 4:00 P.M. on Monday, April 04, 2016.

Evaluation

Sealed bids were accepted in the Gila County Finance Department up to 4:00 P.M. on Monday, April 04, 2016. The Finance Department received seven competitive bids from vendors in response to Invitation for Bids No. 021616-1 - Purchase up to Five New, Full Six, 4 Door, 4x4 SSV's. Bid responses were opened and evaluated in accordance with A.R.S. §41-2533, Competitive Sealed Bidding.

McSpadden Ford offered the lowest price at \$36,775.80 each, for a total quantity of up to five 2017 Ford Expedition.

Conclusion

The vehicles that would be purchased from this Invitation for Bids would be assigned to the Sheriff's Office.

Recommendation

The Public Works Division Director and the Finance Director recommend that the Board of Supervisors award a contract to McSpadden Ford for Invitation for Bids No. 021616-1 for the purchase of up to five new fleet vehicles as specified.

Suggested Motion

Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 021616-1 for the purchase of up to five, new full size, 4 door, 4x4, SSVs (special service vehicles); award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bid. **(Jeff Hassenius/Steve Sanders)**

Attachments

Invitation For Bid 021616-1

Plan Holder List

Bid Opening Sign-In Sheet

As Read Bid Results

McSpadden Ford bid

PVFT Motors, Inc. bid

Tates Auto Center Hollbrook bid

Courtesy Chevrolet bid

Midway Chevrolet bid

Auto Nation bid

Steve Coury Ford bid

Contract No. 021616-1-McSpadden Ford

GILA COUNTY
NOTICE OF INVITATION FOR BID

BID NO. 021616-1

UP TO FIVE (5) NEW FULL SIZE 4 DOOR 4X4 SSV



BOARD OF SUPERVISORS
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
John D. Marcanti, Member

COUNTY MANAGER
Don E. McDaniel Jr.



**GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID**

1400 E. Ash Street
Globe, Arizona
85501

**SOLICITATION NUMBER
021616-1**

BID DUE DATE: Monday, April 04, 2016

TIME: 4:00 PM

DESCRIPTION: Purchase up to Five (5) New Full Size 4 Door 4X4 SSV

**Bid Opening Location: GILA COUNTY FINANCE DEPARTMENT
ATTN: JEANNIE SGROI
GUERRERO COMPLEX
1400 EAST ASH STREET, GLOBE, ARIZONA 85501**

Bid Submittal Location: GILA COUNTY FINANCE DEPARTMENT, 1400 E. Ash St., Globe, AZ 85501

In accordance with A.R.S. §41-2533, Invitation for Bid for the materials and services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents contact the Procurement Group at (928) 402-8612 or click on the following link to the County website . http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php

Additional instructions for preparing a bid are provided on pages 4-6 of the bid documents to Offerors as contained within the solicitation.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

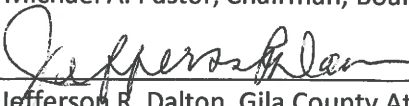
Arizona Silver Belt advertisement dates: March 23, 2016 and March 30, 2016

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Fleet Management
Type of contract: Term
Term of Contract: Twelve Months
Phone Number: (928) 200-1580

Signed: 
Michael A. Pastor, Chairman, Board of Supervisors

Date: 3-15-16

Signed: 
Jefferson R. Dalton, Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Date: 3-15-16

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BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

GENERAL SCOPE

It is the intent of this solicitation to award a contract for the purchase of up to Five (5) New Full Size 4 Door 4x4 SSV, for Gila County.

The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: **Exhibit "C" Pages 11-12, and Pages 14-18 as specified on Price Sheet for total price being proposed.**

Vendors who agree to provide the Minimum Bid Specifications for this Invitation for Bid shall be considered for award.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

INSTRUCTIONS TO VENDORS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO VENDORS AND EXHIBIT "B", VENDORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO VENDORS

Preparation of Sealed Bid

- A. Sealed Bids will be received by the Gila County Finance Department, from vendors, to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed bids only from qualified, experienced vendors able to provide services which are, in all respects, responsive to the specifications. All bids shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.
- B. Before submitting its bid, each vendor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a bid will constitute a representation of compliance by the vendor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Vendors must complete all forms provided in this Invitation for Bid package in full, original signature in ink, by the person(s) authorized to sign the Bid and to be submitted at the time of bid, and made a part of this contract. The County will use the Bid, and Qualification and Certification Form, in evaluating the capacity of vendor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Vendor to complete and submit the Price Sheet and Signature and Offer Page at time and place of opening may be grounds for automatic disqualification of the vendor(s) from further consideration.
- D. The names of all persons authorized to sign the Bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Invitation for Bids shall be listed on the Bid.
- F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the vendor; if initialed, the County may require the vendor to identify any alteration so initialed.

Amendments

Any addendum issued as a result of any change in this Invitation for Bids must be acknowledged by all Vendors in the following manner:

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

Instructions to Vendors continued...

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 21.

Failure to indicate receipt of addenda in the above manner may result in a bid being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "Not Applicable" in the space provided under #1. The Vendor Checklist & Addenda Acknowledgment form must be signed and dated.

Inquiries

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to an Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Bid and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Late Bids

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

Submittal Bid Format:

It is requested that One (1) Original and One (1) copy (2 TOTAL) with original signatures on both sets of the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page shall be submitted on the forms and in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of Bid, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid. Delivery charges may differentiate depending on geographical location.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

Instructions to Vendors continued...

2. Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipts of Bids.
3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Bid deadline.

All bids shall be submitted in a sealed envelope:

- **Minimum of Two (2) copies with original signatures shall be provided by the Vendor;**
- **The words "Invitation for Bid" with Title "Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV", "Bid No. 021616-1", "April 04, 2016" and "4:00 PM" shall be written on the face of the envelope;**
- **The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.**

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
 - a. Notwithstanding any or other provisions of the Bid, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all Bids; or portions thereof; or
 3. Reissue a Request for Bid.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Bid of any Vendor(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Invitation for Bids will be reviewed by the Gila County Board of Supervisors.
5. Those Vendor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Bids are most advantageous to the County may be invited to appear before the Board for an oral review.
6. The apparent successful Vendor(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other Vendors who have submitted a bid under this IFB have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

General Terms & Conditions continued...

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Firm shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Firm. The Firm shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

EXHIBIT "B" CONTRACT AWARD AGREEMENT

This exhibit shall serve as the contract agreement to any Vendor, their agents, subcontractors or representatives, awarded this or any portion of this contract by the County, by submitting Bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 22, Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form page 13. This Contract shall include the Invitation for Bids No. 021616-1 and all exhibits attached to it, including but not limited to the Qualification and Certification Form, Price Sheets, No Collusion Affidavit, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page which are all incorporated into this agreement by this reference.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Vendor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Invitation for Bids No. 021616-1, issued by the County, and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB which is incorporated by this reference into this agreement. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements. The Contract shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension or debarment of the Vendor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Vendor.

Contract Default

- A. The County, by written notice of default to the Vendor, may terminate the whole or any part of this contract in any one of the following circumstances:

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

Exhibit "B" Contract Award Agreement continued...

1. If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or
 2. If the Vendor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Vendor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Costs and Payments

Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Vendor shall submit a complete and accurate invoice for payment.

IRS W9 Form: In order to receive payment the Vendor shall have a current IRS W9 Form on file with the County unless not required by law.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The vendor(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the vendor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Vendor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

The County, with or without cause, may terminate this contract at any time, or by giving **thirty** (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of the Vendor(s) to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Vendor for acting or failing to act as in any of the following:

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

Exhibit "B" Contract Award Agreement continued...

1. In the opinion of the County, the Vendor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
2. In the opinion of the County, the Vendor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Vendor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the County, the Vendor fails to make progress in the performance of the requirements of the contract or give the County a positive indication that Vendor will not, or cannot, perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Vendor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

General

After receipt of all bids, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned bids, unacknowledged Addenda, incomplete bids, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 021616-1

Purpose: It is the intent of Gila County to establish, by this Invitation for Bids, a contract to purchase up to Five (5) New Full Size 4 Door 4x4 SSV. This Invitation for Bid No. 021616-1 including the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Checklist and Addenda Acknowledgment Form, and Offer Page constitutes the entire Bid package and by this reference is hereby incorporated into this agreement.

Note: This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is NOT intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

SECTION 1.0

General:

- 1.1 All product specifications are **minimum**. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing or stock facilities to serve the needs of Gila County.
- 1.3 All bids must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the bid. The County does not guarantee any maximum or minimum amounts of purchase.

SECTION 2.0

Bid Pricing:

- 2.1 The Vendor shall submit the bid in the form of a firm unit price for the contract period. Initial contract period is twelve (12) months. Vendor shall incorporate all freight, profit, and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Vendor's or Gila County's discovery of any such price reduction.
- 2.2 **The term of the contract shall commence upon award and shall remain in effect for a period of one (1) year**, unless terminated, cancelled or extended as otherwise provided herein.

SECTION 3.0

Ordering and Delivery:

- 3.1 ORDERING: Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 PRODUCT DELIVERY Location: Gila County Shop, 1400 East Ash Street, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

Exhibit "C" Minimum Specifications continued...

- 3.3 DELIVERY TIME: Vehicles must be delivered no later than 10 weeks of receipt by Vendor of County Purchase Order. Failure to provide delivery within this time period may result in termination of this contract and award to the next lowest, responsible bidder.

- 3.4 Vendor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST

PURPOSE

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

CONTACT NUMBER 021616-1 Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Vendor:

2. Has Vendor (under its present or any previous name) ever failed to complete a contract?
_____ Yes _____ No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.
3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes _____ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? _____ Yes _____ No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5. Vendor must also provide at least the following information:
- a. A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - b. Gila County reserves the right to request additional information.

Signature of Authorized Person to Sign

Printed Name

Title

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

PRICE SHEET

Complete and return this form for the **total price** being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this bid pricing page.

DESCRIPTION: Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV (Build Sheet Must Accompany Bid)

Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS Purchase Up to five New, Full Size, 4 Door, 4x4, SSV	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: Solid White		
Interior: Light Color		
Cloth Covered Front Buckets Seats without Console		
Vinyl Covered Rear Bench Seat		
Power Features: Door Locks		
Windows		
Mirrors		
Driver Seat		
Steering		
Keyless Entry		
Cruise Control		
Tilt Steering Wheel		
AM FM Clock (CD) Radio Stereo		
6 Cylinder Gas Engine		
4 Wheel Drive 4x4		
Automatic Transmission		
Locking Differential		
Air Conditioning – in Front and Rear		
Deep Tinted Windows		
Front Tow Hooks		
Trailer Tow Package with Receiver Hitch		
Skid Plate Package		
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)		
SUB – TOTAL AMOUNT	\$.
OTHER COSTS	\$.
SALES TAX	\$.
TOTAL AMOUNT OF DELIVERED VEHICLE	\$.

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: _____

Vendor Name: _____ **Vendor Phone Number:** _____

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

PRICE SHEET

Complete and return this form for the **total price** being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this bid pricing page.

DESCRIPTION: Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV (Build Sheet Must Accompany Bid)

Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS Purchase Up to five New, Full Size, 4 Door, 4x4, SSV	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: Solid White		
Interior: Light Color		
Cloth Covered Front Buckets Seats without Console		
Vinyl Covered Rear Bench Seat		
Power Features: Door Locks		
Windows		
Mirrors		
Driver Seat		
Steering		
Keyless Entry		
Cruise Control		
Tilt Steering Wheel		
AM FM Clock (CD) Radio Stereo		
6 Cylinder Gas Engine		
4 Wheel Drive 4x4		
Automatic Transmission		
Locking Differential		
Air Conditioning – in Front and Rear		
Deep Tinted Windows		
Front Tow Hooks		
Trailer Tow Package with Receiver Hitch		
Skid Plate Package		
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)		
SUB – TOTAL AMOUNT	\$.
OTHER COSTS	\$.
SALES TAX	\$.
TOTAL AMOUNT OF DELIVERED VEHICLE	\$.

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: _____

Vendor Name: _____ **Vendor Phone Number:** _____

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

PRICE SHEET

Complete and return this form for the **total price** being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this bid pricing page.

DESCRIPTION: Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV (Build Sheet Must Accompany Bid)

Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS Purchase Up to five New, Full Size, 4 Door, 4x4, SSV	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: Solid White		
Interior: Light Color		
Cloth Covered Front Buckets Seats without Console		
Vinyl Covered Rear Bench Seat		
Power Features: Door Locks		
Windows		
Mirrors		
Driver Seat		
Steering		
Keyless Entry		
Cruise Control		
Tilt Steering Wheel		
AM FM Clock (CD) Radio Stereo		
6 Cylinder Gas Engine		
4 Wheel Drive 4x4		
Automatic Transmission		
Locking Differential		
Air Conditioning – in Front and Rear		
Deep Tinted Windows		
Front Tow Hooks		
Trailer Tow Package with Receiver Hitch		
Skid Plate Package		
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)		
SUB – TOTAL AMOUNT	\$.
OTHER COSTS	\$.
SALES TAX	\$.
TOTAL AMOUNT OF DELIVERED VEHICLE	\$.

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: _____

Vendor Name: _____ **Vendor Phone Number:** _____

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

PRICE SHEET

Complete and return this form for the **total price** being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this bid pricing page.

DESCRIPTION: Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV (Build Sheet Must Accompany Bid)

Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS Purchase Up to five New, Full Size, 4 Door, 4x4, SSV	MEETS MINIMUM SPECIFICATIONS YES NO	
Exterior: Solid White		
Interior: Light Color		
Cloth Covered Front Buckets Seats without Console		
Vinyl Covered Rear Bench Seat		
Power Features: Door Locks		
Windows		
Mirrors		
Driver Seat		
Steering		
Keyless Entry		
Cruise Control		
Tilt Steering Wheel		
AM FM Clock (CD) Radio Stereo		
6 Cylinder Gas Engine		
4 Wheel Drive 4x4		
Automatic Transmission		
Locking Differential		
Air Conditioning – in Front and Rear		
Deep Tinted Windows		
Front Tow Hooks		
Trailer Tow Package with Receiver Hitch		
Skid Plate Package		
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)		
SUB – TOTAL AMOUNT	\$.
OTHER COSTS	\$.
SALES TAX	\$.
TOTAL AMOUNT OF DELIVERED VEHICLE	\$.

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: _____

Vendor Name: _____ **Vendor Phone Number:** _____

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

PRICE SHEET

Complete and return this form for the **total price** being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this bid pricing page.

DESCRIPTION: Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV (Build Sheet Must Accompany Bid)

Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS Purchase Up to five New, Full Size, 4 Door, 4x4, SSV	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: Solid White		
Interior: Light Color		
Cloth Covered Front Buckets Seats without Console		
Vinyl Covered Rear Bench Seat		
Power Features: Door Locks		
Windows		
Mirrors		
Driver Seat		
Steering		
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Cruise Control		
Tilt Steering Wheel		
AM FM Clock (CD) Radio Stereo		
6 Cylinder Gas Engine		
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Air Conditioning – in Front and Rear		
Deep Tinted Windows		
Front Tow Hooks		
Trailer Tow Package with Receiver Hitch		
Skid Plate Package		
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)		
SUB – TOTAL AMOUNT	\$.
OTHER COSTS	\$.
SALES TAX	\$.
TOTAL AMOUNT OF DELIVERED VEHICLE	\$.

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: _____

Vendor Name: _____ **Vendor Phone Number:** _____

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

AFFIDAVIT BY VENDOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF:)

(Name of Individual) being first duly sworn, deposes and says:

That he is

(Title)

of _____ and
(Name of Business)

That he is bidding on **Gila County Bid No. 021616-1 - Up to Five (5) New Full Size 4 Door 4x4 SSV**
and,

That neither he nor anyone associated with the said _____

(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise
taken any action in restraint of free competitive bidding in connection with the above mentioned
project.

Name of Business

By

Title

Subscribed and sworn to before me this _____ day of _____, 2016.

Notary Public

My Commission expires:

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Vendor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Vendor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Vendor shall further ensure that each subcontractor who performs any work for Vendor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Vendor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Vendor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Vendor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Vendor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

Vendor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.

Signature of Authorized Representative

Printed Name

Title

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed, executed, and submitted with this IFB. If bidder fails to complete or execute any portion of the Bid Documents, this IFB will be determined to be “non-responsive” and rejected.

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED AND EXECUTED

QUALIFICATION & CERTIFICATION FORM

PRICE SHEETS

NO COLLUSION AFFIDAVIT

LEGAL ARIZONA WORKS ACT COMPLIANCE

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

OFFER PAGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2016

VENDOR:

BY: (Signature)

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 021616-1 Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV.** All bids shall be filed with the Gila County Finance Department at the Guerrero Complex, 1400 E. Ash St., Globe, AZ on or before April 04, 2016, 4:00 PM.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Invitation for bids.

Signature also certifies the Vendors bid is genuine, and is not in any way collusive or a sham; that the bid is not made with the intent to restrict or prohibit competition; that the Vendor submitting the bid has not revealed the contents of the bid to, or in any way colluded with, any other Vendor which may compete for the contract; and that no other Vendor which may compete for the contract has revealed the contents of a bid to, or in any way colluded with, the Vendor submitting this bid.

CONTRACT NUMBER: 021616-1 Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

Firm Submitting Bid:

Company Name

Address

City

State

Zip

For clarification of this offer, contact:

Name: _____

Phone No.: _____

Fax _____

Email: _____

Signature of Authorized Person to Sign

Printed Name

Title

Bid must be signed by a duly authorized officer(s) eligible to sign contract documents for the Firm.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Vendor _____ is now bound to provide the materials or services listed in Invitation for Bid No.: 021616-1 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County entity.

The contract shall henceforth be referenced to as **Contract No. 021616-1**. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this _____ day of _____, 2016

GILA COUNTY BOARD OF SUPERVISORS:

Michael A. Pastor, Chairman, Board of Supervisors

ATTEST:

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

PLAN HOLDER LIST

GILA COUNTY



Due Date: 04/04/2016

Title Purchase up to 5 new SSV's

PLAN HOLDER LIST

Bid No: 021616-1

FIRM NAME	EMAIL ADDRESS	TELEPHONE	CONTACT NAME	DATE	PLANS	ADDENDUM
Horne Dodge	bill@hornedodge.com	928-425-3283	Bill Stallings	3/29/2016	IFB	
McSpadden Ford	mcspaddensales@cablone.net	888-485-6016	Roger Wielenga	3/29/2016	IFB	
Steve Coury Ford	aztankdivers1@gmail.com	928-474-8888	Gary	3/29/2016	IFB	
Chapman Auto Center	LynnWaters@chapmanchoice.com	928-474-5261	Lynn Waters	3/29/2016	IFB	
Auto Nation	carterd@autonation.com		Don Carter	3/29/2016	IFB	
Watson Chevrolet	ferrenk@watsonchevrolet.com	520-918-6376	Ferren	3/29/2016	IFB	
Sands Chevrolet	ehickman_1125@yahoo.com	602-920-9304	Ernest Hickman	3/29/2016	IFB	
Midway Chevrolet	gball@Vtaig.com	602-733-2251	Gregg Ball	3/29/2016	IFB	
Thorobred Chevrolet	tfessenden.thorobredchevrolet@contractors.com	480-899-0131	Todd Fessenden	3/29/2016	IFB	

PLAN HOLDER LIST

GILA COUNTY



Due Date: 04/04/2016

Title Purchase up to 5 new SSV's

PLAN HOLDER LIST

Bid No: 021616-1

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME	DATE	PLANS	ADDENDUM
Berge Ford	rlewis@bergeford.com	480-241-9249	Richard Lewis	3/29/2016	IFB	
Rays Auto Exchange	rayvela92003@outlook.com	855-805-2560 ext 309	Ray Vela	3/29/2016	IFB	
Findlay Auto Group	mmonthofer@findlayauto.com	928-213-3759	Mark Monthofer	3/29/2016	IFB	
Freedom Ford	azamudio@freedomford.us	928-428-1770	Anthony Zamudio	3/29/2016	IFB	

GILA COUNTY



Title Purchase up to five new SSV's

Time 4:00 P.M.

Location 1400 E. Ash Street-Guerrero Building-Globe, AZ 85501

COMPANY NAME	REPRESENTATIVE NAME	PHONE NUMBER	EMAIL ADDRESS
PEORIA FORD	PAUL WILLIAMS	480-559-8491	pwilliams@peoriaford.com
Gila Co. Fleet Service	John Root	x 8524	
Gila County Finance	Betty Hurst	928-402-4355	bhurst@gilacountyaz.gov
Wayne Bentley			
Wayne Bentley's Auto	Wayne Bentley	928 240 2624	Wayne.Bentley@lakes auto
GILA COUNTY	JEANNIE SGROI	928-402-8612	JSGROI@GILACOUNTY AZ.GOV Center, com

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BID RESULTS



GILA COUNTY

BID

TITLE: Purchase up to Five New 4x4 SSV's

BID

DUE

NO.: 021616-1

DATE: 04-04-16/4:00 P.M.

	BIDDER FIRM NAME	BID AMOUNT	COMMENTS
1	McSpadden Ford	\$ 36,775.80	2017 Ford Expedition
2	PFVT Motors Inc. dba Peoria Ford	\$ 37,375.66	2017 Ford Expedition
3	Tates Auto Center Holbrook	\$ 37,620.81	2017 Ford Expedition
4	Courtesy Chevrolet	\$ 37,921.57	2016 Chevrolet Tahoe
5	Midway Chevrolet	\$ 38,187.12	2016 Chevrolet Tahoe
6	Auto Nation	\$ 39,113.00	2016 Chevrolet Police Tahoe
7	Steve Coury Ford	\$ 44,642.64	2016 Ford F150 4x4 Crew Cab XL SSV

GILA COUNTY

NOTICE OF INVITATION FOR BID

BID NO. 021616-1

UP TO FIVE (5) NEW FULL SIZE 4 DOOR 4X4 SSV



BOARD OF SUPERVISORS

**Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
John D. Marcanti, Member**

COUNTY MANAGER

Don E. McDaniel Jr.



**GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID**

1400 E. Ash Street
Globe, Arizona
85501

**SOLICITATION NUMBER
021616-1**

BID DUE DATE: Monday, April 04, 2016

TIME: 4:00 PM

DESCRIPTION: Purchase up to Five (5) New Full Size 4 Door 4X4 SSV

Bid Opening Location: GILA COUNTY FINANCE DEPARTMENT
ATTN: JEANNIE SGROI
GUERRERO COMPLEX
1400 EAST ASH STREET, GLOBE, ARIZONA 85501

Bid Submittal Location: GILA COUNTY FINANCE DEPARTMENT, 1400 E. Ash St., Globe, AZ 85501

In accordance with A.R.S. §41-2533, Invitation for Bid for the materials and services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents contact the Procurement Group at (928) 402-8612 or click on the following link to the County website . http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php

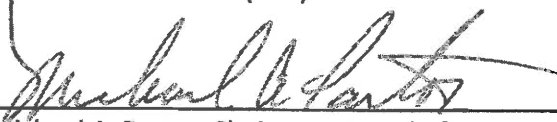
Additional instructions for preparing a bid are provided on pages 4-6 of the bid documents to Offerors as contained within the solicitation.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

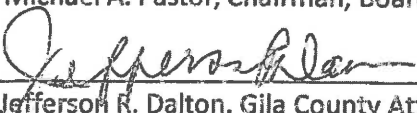
Arizona Silver Belt advertisement dates: March 23, 2016 and March 30, 2016

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Fleet Management
Type of contract: Term
Term of Contract: Twelve Months
Phone Number: (928) 200-1580

Signed: 
Michael A. Pastor, Chairman, Board of Supervisors

Date: 3-15-16

Signed: 
Jefferson R. Dalton, Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Date: 3-15-16

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BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

GENERAL SCOPE

It is the intent of this solicitation to award a contract for the purchase of up to Five (5) New Full Size 4 Door 4x4 SSV, for Gila County.

The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: **Exhibit "C" Pages 11-12, and Pages 14-18 as specified on Price Sheet for total price being proposed.**

Vendors who agree to provide the Minimum Bid Specifications for this Invitation for Bid shall be considered for award.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

INSTRUCTIONS TO VENDORS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO VENDORS AND EXHIBIT "B", VENDORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO VENDORS

Preparation of Sealed Bid

- A. Sealed Bids will be received by the Gila County Finance Department, from vendors, to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed bids only from qualified, experienced vendors able to provide services which are, in all respects, responsive to the specifications. All bids shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.
- B. Before submitting its bid, each vendor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a bid will constitute a representation of compliance by the vendor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Vendors must complete all forms provided in this Invitation for Bid package in full, original signature in ink, by the person(s) authorized to sign the Bid and to be submitted at the time of bid, and made a part of this contract. The County will use the Bid, and Qualification and Certification Form, in evaluating the capacity of vendor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Vendor to complete and submit the Price Sheet and Signature and Offer Page at time and place of opening may be grounds for automatic disqualification of the vendor(s) from further consideration.
- D. The names of all persons authorized to sign the Bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Invitation for Bids shall be listed on the Bid.
- F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the vendor; if initialed, the County may require the vendor to identify any alteration so initialed.

Amendments

Any addendum issued as a result of any change in this Invitation for Bids must be acknowledged by all Vendors in the following manner:

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

Instructions to Vendors continued...

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 21.

Failure to indicate receipt of addenda in the above manner may result in a bid being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "Not Applicable" in the space provided under #1. The Vendor Checklist & Addenda Acknowledgment form must be signed and dated.

Inquiries

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to an Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Bid and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Late Bids

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

Submittal Bid Format:

It is requested that One (1) Original and One (1) copy (2 TOTAL) with original signatures on both sets of the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page shall be submitted on the forms and in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of Bid, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid. Delivery charges may differentiate depending on geographical location.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

Instructions to Vendors continued...

2. Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipts of Bids.
3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Bid deadline.

All bids shall be submitted in a sealed envelope:

- **Minimum of Two (2) copies with original signatures shall be provided by the Vendor;**
- **The words "Invitation for Bid" with Title "Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV", "Bid No. 021616-1", "April 04, 2016" and "4:00 PM" shall be written on the face of the envelope;**
- **The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.**

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
 - a. Notwithstanding any or other provisions of the Bid, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all Bids; or portions thereof; or
 3. Reissue a Request for Bid.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Bid of any Vendor(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Invitation for Bids will be reviewed by the Gila County Board of Supervisors.
5. Those Vendor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Bids are most advantageous to the County may be invited to appear before the Board for an oral review.
6. The apparent successful Vendor(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other Vendors who have submitted a bid under this IFB have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

General Terms & Conditions continued...

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Firm shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Firm. The Firm shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

EXHIBIT "B" CONTRACT AWARD AGREEMENT

This exhibit shall serve as the contract agreement to any Vendor, their agents, subcontractors or representatives, awarded this or any portion of this contract by the County, by submitting Bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 22, Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form page 13. This Contract shall include the Invitation for Bids No. 021616-1 and all exhibits attached to it, including but not limited to the Qualification and Certification Form, Price Sheets, No Collusion Affidavit, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page which are all incorporated into this agreement by this reference.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Vendor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Invitation for Bids No. 021616-1, issued by the County, and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB which is incorporated by this reference into this agreement. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements. The Contract shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension or debarment of the Vendor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Vendor.

Contract Default

- A. The County, by written notice of default to the Vendor, may terminate the whole or any part of this contract in any one of the following circumstances:

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

Exhibit "B" Contract Award Agreement continued...

1. If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or
 2. If the Vendor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Vendor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Costs and Payments

Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Vendor shall submit a complete and accurate invoice for payment.

IRS W9 Form: In order to receive payment the Vendor shall have a current IRS W9 Form on file with the County unless not required by law.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The vendor(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the vendor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Vendor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

The County, with or without cause, may terminate this contract at any time, or by giving **thirty (30)** days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of the Vendor(s) to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Vendor for acting or failing to act as in any of the following:

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

Exhibit "B" Contract Award Agreement continued...

1. In the opinion of the County, the Vendor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
2. In the opinion of the County, the Vendor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Vendor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the County, the Vendor fails to make progress in the performance of the requirements of the contract or give the County a positive indication that Vendor will not, or cannot, perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Vendor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

General

After receipt of all bids, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned bids, unacknowledged Addenda, incomplete bids, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 021616-1

Purpose: It is the intent of Gila County to establish, by this Invitation for Bids, a contract to purchase up to Five (5) New Full Size 4 Door 4x4 SSV. This Invitation for Bid No. 021616-1 including the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Checklist and Addenda Acknowledgment Form, and Offer Page constitutes the entire Bid package and by this reference is hereby incorporated into this agreement.

Note: This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is NOT intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

SECTION 1.0

General:

- 1.1 All product specifications are **minimum**. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing or stock facilities to serve the needs of Gila County.
- 1.3 All bids must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the bid. The County does not guarantee any maximum or minimum amounts of purchase.

SECTION 2.0

Bid Pricing:

- 2.1 The Vendor shall submit the bid in the form of a firm unit price for the contract period. Initial contract period is twelve (12) months. Vendor shall incorporate all freight, profit, and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Vendor's or Gila County's discovery of any such price reduction.
- 2.2 **The term of the contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, cancelled or extended as otherwise provided herein.**

SECTION 3.0

Ordering and Delivery:

- 3.1 **ORDERING:** Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 **PRODUCT DELIVERY** Location: Gila County Shop, 1400 East Ash Street, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

Exhibit "C" Minimum Specifications continued...

- 3.3 DELIVERY TIME: Vehicles must be delivered no later than 10 weeks of receipt by Vendor of County Purchase Order. Failure to provide delivery within this time period may result in termination of this contract and award to the next lowest, responsible bidder.
- 3.4 Vendor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST

PURPOSE

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

CONTACT NUMBER 021616-1 Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Vendor:

McSpadden Ford Inc
750 N Broad.
Globe AZ 85501

2. Has Vendor (under its present or any previous name) ever failed to complete a contract? _____ Yes X No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.
3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? _____ Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5. Vendor must also provide at least the following information:
- a. A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - b. Gila County reserves the right to request additional information.


Signature of Authorized Person to Sign

Lisa Wielenga
Printed Name

Sales Mgr.
Title

PRICE SHEET

Complete and return this form for the total price being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this bid pricing page.

DESCRIPTION: Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV (Build Sheet Must Accompany Bid)

Vehicle Year, Make, & Model: 2017 Ford Expedition

MINIMUM SPECIFICATIONS Purchase Up to five New, Full Size, 4 Door, 4x4, SSV	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: Solid White	X	
Interior: Light Color	X	
Cloth Covered Front Buckets Seats without Console	X	
Vinyl Covered Rear Bench Seat	X	
Power Features: Door Locks	X	
Windows	X	
Mirrors	X	
Driver Seat	X	
Steering	X	
Keyless Entry	X	
Cruise Control	X	
Tilt Steering Wheel	X	
AM FM Clock (CD) Radio Stereo	X	
6 Cylinder Gas Engine	X	
4 Wheel Drive 4x4	X	
Automatic Transmission	X	
Locking Differential	X	
Air Conditioning – in Front and Rear	X	
Deep Tinted Windows	X	
Front Tow Hooks	X	
Trailer Tow Package with Receiver Hitch	X	
Skid Plate Package	X	
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)	X	
SUB – TOTAL AMOUNT		\$34217.45
OTHER COSTS		\$ -0-
SALES TAX		\$ 2558.35
TOTAL AMOUNT OF DELIVERED VEHICLE		\$36775.80

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: Job 1 5-25-16 + 8-10 weeks.

Vendor Name: McSpadden Ford Inc **Vendor Phone Number:** 928-425-4491

Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

PRICE SHEET

Complete and return this form for the total price being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this bid pricing page.

DESCRIPTION: Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV (Build Sheet Must Accompany Bid)

Vehicle Year, Make, & Model: 2017 Ford Expedition

MINIMUM SPECIFICATIONS Purchase Up to five New, Full Size, 4 Door, 4x4, SSV	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: Solid White	X	
Interior: Light Color	X	
Cloth Covered Front Buckets Seats without Console	X	
Vinyl Covered Rear Bench Seat	X	
Power Features: Door Locks	X	
Windows	X	
Mirrors	X	
Driver Seat	X	
Steering	X	
Keyless Entry	X	
Cruise Control	X	
Tilt Steering Wheel	X	
AM FM Clock (CD) Radio Stereo	X	
6 Cylinder Gas Engine	X	
4 Wheel Drive 4x4	X	
Automatic Transmission	X	
Locking Differential	X	
Air Conditioning – in Front and Rear	X	
Deep Tinted Windows	X	
Front Tow Hooks	X	
Trailer Tow Package with Receiver Hitch	X	
Skid Plate Package	X	
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)	X	
SUB – TOTAL AMOUNT	\$34,217.45	
OTHER COSTS	\$ -0-	
SALES TAX	\$ 2,558.35	
TOTAL AMOUNT OF DELIVERED VEHICLE	\$36,775.80	

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: Job 1
5-25-16 + 8-10 weeks.

Vendor Name: McSpadden Ford Inc Vendor Phone Number: (928) 425-4491

Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

PRICE SHEET

Complete and return this form for the total price being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this bid pricing page.

DESCRIPTION: Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV (Build Sheet Must Accompany Bid)

Vehicle Year, Make, & Model: 2017 Ford Expedition

MINIMUM SPECIFICATIONS Purchase Up to five New, Full Size, 4 Door, 4x4, SSV	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: Solid White	X	
Interior: Light Color	X	
Cloth Covered Front Buckets Seats without Console	X	
Vinyl Covered Rear Bench Seat	X	
Power Features: Door Locks	X	
Windows	X	
Mirrors	X	
Driver Seat	X	
Steering	X	
Keyless Entry	X	
Cruise Control	X	
Tilt Steering Wheel	X	
AM FM Clock (CD) Radio Stereo	X	
6 Cylinder Gas Engine	X	
4 Wheel Drive 4x4	X	
Automatic Transmission	X	
Locking Differential	X	
Air Conditioning – in Front and Rear	X	
Deep Tinted Windows	X	
Front Tow Hooks	X	
Trailer Tow Package with Receiver Hitch	X	
Skid Plate Package	X	
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)	X	
SUB – TOTAL AMOUNT	\$34217.45	
OTHER COSTS	\$ -0-	
SALES TAX	\$ 2558.35	
TOTAL AMOUNT OF DELIVERED VEHICLE	\$36775.80	

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

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5-25-16 + 8-10 weeks.

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Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

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MINIMUM SPECIFICATIONS Purchase Up to five New, Full Size, 4 Door, 4x4, SSV	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: Solid White	X	
Interior: Light Color	X	
Cloth Covered Front Buckets Seats without Console	X	
Vinyl Covered Rear Bench Seat	X	
Power Features: Door Locks	X	
Windows	X	
Mirrors	X	
Driver Seat	X	
Steering	X	
Keyless Entry	X	
Cruise Control	X	
Tilt Steering Wheel	X	
AM FM Clock (CD) Radio Stereo	X	
6 Cylinder Gas Engine	X	
4 Wheel Drive 4x4	X	
Automatic Transmission	X	
Locking Differential	X	
Air Conditioning – in Front and Rear	X	
Deep Tinted Windows	X	
Front Tow Hooks	X	
Trailer Tow Package with Receiver Hitch	X	
Skid Plate Package	X	
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)	X	
SUB – TOTAL AMOUNT	\$34217.45	
OTHER COSTS	\$ -0-	
SALES TAX	\$ 2558.35	
TOTAL AMOUNT OF DELIVERED VEHICLE	\$36775.80	

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: Job 1
5-25-16 + 8-10 weeks.

Vendor Name: McSpadden Ford Inc Vendor Phone Number: (928) 425-4491

Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

PRICE SHEET

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DESCRIPTION: Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV (Build Sheet Must Accompany Bid)

Vehicle Year, Make, & Model: 2017 Ford Expedition

MINIMUM SPECIFICATIONS Purchase Up to five New, Full Size, 4 Door, 4x4, SSV	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: Solid White	X	
Interior: Light Color	X	
Cloth Covered Front Buckets Seats without Console	X	
Vinyl Covered Rear Bench Seat	X	
Power Features: Door Locks	X	
Windows	X	
Mirrors	X	
Driver Seat	X	
Steering	X	
Keyless Entry	X	
Cruise Control	X	
Tilt Steering Wheel	X	
AM FM Clock (CD) Radio Stereo	X	
6 Cylinder Gas Engine	X	
4 Wheel Drive 4x4	X	
Automatic Transmission	X	
Locking Differential	X	
Air Conditioning – in Front and Rear	X	
Deep Tinted Windows	X	
Front Tow Hooks	X	
Trailer Tow Package with Receiver Hitch	X	
Skid Plate Package	X	
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SUB – TOTAL AMOUNT	\$34217.45	
OTHER COSTS	\$ -0-	
SALES TAX	\$ 2558.35	
TOTAL AMOUNT OF DELIVERED VEHICLE	\$36775.80	

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: Job 1
5-25-16 + 8-10 weeks.

Vendor Name: McSpadden Ford Inc **Vendor Phone Number:** 928)425-4491

==>

Dealer: F71480

2017 EXPEDITION

Page: 1 of 1

Order No: 9999 Priority: E4 Ord FIN: QA521 Order Type: 5B Price Level: 640

Ord Code: 102A Cust/Flt Name: GILA CO

PO Number:

RETAIL

RETAIL

U1G 4X4 XL \$44055

PRICED DORA NC

.119" WHEELBASE

DEST AND DELIV 1195

Z1 OXFORD WHITE

TOTAL BASE AND OPTIONS 43120

C CLOTH BUCKET

TOTAL 43120

D DUNE

THIS IS NOT AN INVOICE

102A EQUIP GRP (2230)

.SSV PACKAGE

99T .3.5L ECO V6 NC

446 .6-SPD AUTO O/D NC

41K SKID PLATE PKG 100

425 50 STATE EMISS NC

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC20389

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

AFFIDAVIT BY VENDOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF:)

Lisa Wielenga
(Name of Individual) being first duly sworn, deposes and says:

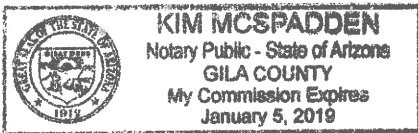
That he is Sales Manager
(Title)

of McSpadden Ford Inc. and
(Name of Business)

That he is bidding on **Gila County Bid No. 021616-1 - Up to Five (5) New Full Size 4 Door 4x4 SSV**
and,

That neither he nor anyone associated with the said McSpadden Ford Inc.
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise
taken any action in restraint of free competitive bidding in connection with the above mentioned
project.



McSpadden Ford Inc
Name of Business

By Lisa Wielenga
Sales Manager
Title

Subscribed and sworn to before me this 30 day of March, 2016.

Kim McSpadden
Notary Public

My Commission expires:

Jan 5, 2019

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Vendor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Vendor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Vendor shall further ensure that each subcontractor who performs any work for Vendor under this contract likewise complies with the State and Federal Immigration Laws.


County shall have the right at any time to inspect the books and records of Vendor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Vendor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Vendor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Vendor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

Vendor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.



Signature of Authorized Representative

Lisa Welenga

Printed Name

Sales Manager

Title

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed, executed, and submitted with this IFB. If bidder fails to complete or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED AND EXECUTED

QUALIFICATION & CERTIFICATION FORM

✓

PRICE SHEETS

✓

NO COLLUSION AFFIDAVIT

✓

LEGAL ARIZONA WORKS ACT COMPLIANCE

✓

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

✓

OFFER PAGE

✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

Initials	<u>#1</u> <u>SW</u>	<u>#2</u> <u>SW</u>	<u>#3</u> <u>SW</u>	<u>#4</u> <u>SW</u>	<u>#5</u> <u>SW</u>
Date	<u>3-30-16</u>	<u>3-30-16</u>	<u>3-30-16</u>	<u>3-30-16</u>	<u>3-30-16</u>

Signed and dated this 30th day of March, 2016

McSpadden Ford Inc

VENDOR:

Lisa Ludwig

BY: (Signature)

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 021616-1 Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV.** All bids shall be filed with the Gila County Finance Department at the Guerrero Complex, 1400 E. Ash St., Globe, AZ on or before April 04, 2016, 4:00 PM.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Invitation for bids.

Signature also certifies the Vendors bid is genuine, and is not in any way collusive or a sham; that the bid is not made with the intent to restrict or prohibit competition; that the Vendor submitting the bid has not revealed the contents of the bid to, or in any way colluded with, any other Vendor which may compete for the contract; and that no other Vendor which may compete for the contract has revealed the contents of a bid to, or in any way colluded with, the Vendor submitting this bid.

CONTRACT NUMBER: 021616-1 Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

Firm Submitting Bid:

Mc Spadden Ford Inc
Company Name

750 N Broad.
Address

Globe AZ 85501
City State Zip

For clarification of this offer, contact:

Name: Roger Wheelenge

Phone No.: (928) 425-4491 option 1

Fax (928) 425-9390

Email: mcspaddensales1@cableone.net


Signature of Authorized Person to Sign

Lisa Wheelenge
Printed Name

Sales Manager
Title

Bid must be signed by a duly authorized officer(s) eligible to sign contract documents for the Firm.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Vendor _____ is now bound to provide the materials or services listed in Invitation for Bid No.: 021616-1 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County entity.

The contract shall henceforth be referenced to as **Contract No. 021616-1**. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this _____ day of _____, 2016

GILA COUNTY BOARD OF SUPERVISORS:

Michael A. Pastor, Chairman, Board of Supervisors

ATTEST:

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney



ORIGINAL

BID NO. 021616-1

Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST

PURPOSE

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.


CONTACT NUMBER 021616-1 Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Vendor:

PFVT Motors, Inc. DBA Peoria Ford
9130 W. Bell Rd Peoria, AZ 85382
480-696-5930

2. Has Vendor (under its present or any previous name) ever failed to complete a contract? _____ Yes X No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.
3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? _____ Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5. Vendor must also provide at least the following information:
- A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - Gila County reserves the right to request additional information.


Signature of Authorized Person to Sign

William McDowell
Printed Name

Fleet Director
Title

BID NO. 021616-1

Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

PRICE SHEET

Complete and return this form for the total price being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this bid pricing page.

DESCRIPTION: Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV (Build Sheet Must Accompany Bid)

Vehicle Year, Make, & Model: 2017 Ford Expedition

MINIMUM SPECIFICATIONS		MEETS MINIMUM SPECIFICATIONS	
Purchase Up to five New, Full Size, 4 Door, 4x4, SSV		YES	NO
Exterior:	Solid White	YES	
Interior:	Light Color	YES	
	Cloth Covered Front Buckets Seats without Console	YES	
	Vinyl Covered Rear Bench Seat	YES	
Power Features:	Door Locks	YES	
	Windows	YES	
	Mirrors	YES	
	Driver Seat	YES	
	Steering	YES	
	Keyless Entry	YES	
	Cruise Control	YES	
	Tilt Steering Wheel	YES	
	AM FM Clock (CD) Radio Stereo	YES	
	6 Cylinder Gas Engine	YES	
	4 Wheel Drive 4x4	YES	
	Automatic Transmission	YES	
	Locking Differential	YES	
	Air Conditioning – in Front and Rear	YES	
	Deep Tinted Windows	YES	
	Front Tow Hooks	YES	
	Trailer Tow Package with Receiver Hitch	YES	
	Skid Plate Package	YES	
	6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)	YES	
SUB – TOTAL AMOUNT		\$ 34,570.45	
OTHER COSTS Tire Tax		\$ 5.00	
SALES TAX 8.1%		\$ 2800.21.	
TOTAL AMOUNT OF DELIVERED VEHICLE		\$ 37,375.66.	

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: 120 day ARD

Vendor Name: PFUT Motors, Inc.

Vendor Phone Number: 480-696-5930



Peoria Ford
9130 W. Bell Rd., Peoria, Arizona, 85382
Office: 623-977-8888 Fax: 623-877-8372

Customer Proposal

Prepared by:

Chad Welsh
Office: 623-977-8888

Date: 04/04/2016

Vehicle: 2016 Expedition XL
4dr 4x4 2017





Peoria Ford
9130 W. Bell Rd., Peoria, Arizona, 85382
Office: 623-977-8888

2017
2016 Expedition, Sport Utility
4dr 4x4 XL(U1G)

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Peoria Ford
9130 W. Bell Rd., Peoria, Arizona, 85382
Office: 623-977-8888

2017
2016 Expedition, Sport Utility
4dr 4x4 XL(U1G)

Selected Options

Code	Description
Base Vehicle	
U1G	Base Vehicle Price (U1G)
Packages	
102A	Equipment Group 102A Valid FIN code required.
Powertrain	
99T	Engine: 3.5L EcoBoost V6
446	Transmission: 6-Speed Automatic w/SelectShift
X3L	Limited Slip w/3.73 Axle Ratio
STDGV	GVWR: 7,500 lbs Payload Package
Wheels & Tires	
STDTR	Tires: P265/70R17 AT OWL
NONWL	Wheels: 17" Steel
Seats & Seat Trim	
C	Cloth Front Bucket Seats <i>5-passenger seating. Includes 6-way power driver seat with manual recline and manual lumbar, 2-way manual passenger seat and 40/20/40 CenterSlide with recline split 2nd row seat.</i>
Other Options	
119WB	119" Wheelbase
PAINT	Monotone Paint Application
STDRD	Radio: AM/FM Stereo CD/MP3 Player <i>Includes input jack and 6-speakers.</i>
536	Heavy-Duty Trailer-Tow Package <i>Includes class IV trailer hitch receiver, wiring harness with 4 and 7-pin connector and electronic braking wiring kit.</i> <i>Includes:</i> <ul style="list-style-type: none">- Heavy-Duty Auxiliary Transmission Oil Cooler- Heavy-Duty Radiator- Integrated Trailer Brake Controller
41K	4x4 Skid Plates <i>Includes front, transfer case and fuel tank.</i>
Interior Colors	
CD_01	Dune
Primary Colors	

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Peoria Ford
9130 W. Bell Rd., Peoria, Arizona, 85382
Office: 623-977-8888

²⁰¹⁷
2016 Expedition, Sport Utility
4dr 4x4 XL(U1G)

Selected Options (cont'd)

Code	Description
Z1_01	Oxford White

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Peoria Ford
9130 W. Bell Rd., Peoria, Arizona, 85382
Office: 623-977-8888

2017
2016 Expedition, Sport Utility
4dr 4x4 XL(U1G)

Warranty - Selected Equipment & Specs

Warranty

Basic

Distance	36000 miles	Months	36 months
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Powertrain

Distance	60000 miles	Months	60 months
----------	-------------	--------	-----------

Corrosion Perforation

Distance	Unlimited miles	Months	60 months
----------	-----------------	--------	-----------

Roadside Assistance

Distance	60000 miles	Months	60 months
----------	-------------	--------	-----------

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

PRICE SHEET

Complete and return this form for the total price being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this bid pricing page.

DESCRIPTION: Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV (Build Sheet Must Accompany Bid)

Vehicle Year, Make, & Model: 2017 Ford Expedition

MINIMUM SPECIFICATIONS Purchase Up to five New, Full Size, 4 Door, 4x4, SSV	MEETS MINIMUM SPECIFICATIONS
	YES NO
Exterior: Solid White	YES
Interior: Light Color	YES
Cloth Covered Front Buckets Seats without Console	YES
Vinyl Covered Rear Bench Seat	YES
Power Features: Door Locks	YES
Windows	YES
Mirrors	YES
Driver Seat	YES
Steering	YES
Keyless Entry	YES
Cruise Control	YES
Tilt Steering Wheel	YES
AM FM Clock (CD) Radio Stereo	YES
6 Cylinder Gas Engine	YES
4 Wheel Drive 4x4	YES
Automatic Transmission	YES
Locking Differential	YES
Air Conditioning – in Front and Rear	YES
Deep Tinted Windows	YES
Front Tow Hooks	YES
Trailer Tow Package with Receiver Hitch	YES
Skid Plate Package	YES
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)	YES
SUB – TOTAL AMOUNT	\$ 34,570.45.
OTHER COSTS Tire Tax	\$ 5.00 .
SALES TAX 8.1%	\$ 2800.21 .
TOTAL AMOUNT OF DELIVERED VEHICLE	\$ 37,375.66 .

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: 120 days ARO

Vendor Name: PFT Motors, Inc.

Vendor Phone Number: 480-696-580



Peoria Ford
9130 W. Bell Rd., Peoria, Arizona, 85382
Office: 623-977-8888 Fax: 623-877-8372

Customer Proposal

Prepared by:

Chad Welsh
Office: 623-977-8888

Date: 04/04/2016

Vehicle: 2016 Expedition XL
4dr 4x4 201





Peoria Ford
9130 W. Bell Rd., Peoria, Arizona, 85382
Office: 623-977-8888

2017
2016 Expedition, Sport Utility
4dr 4x4 XL(U1G)

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Peoria Ford
9130 W. Bell Rd., Peoria, Arizona, 85382
Office: 623-977-8888

2017
2016 Expedition, Sport Utility
4dr 4x4 XL(U1G)

Selected Options

Code	Description
Base Vehicle	
U1G	Base Vehicle Price (U1G)
Packages	
102A	Equipment Group 102A Valid FIN code required.
Powertrain	
99T	Engine: 3.5L EcoBoost V6
446	Transmission: 6-Speed Automatic w/SelectShift
X3L	Limited Slip w/3.73 Axle Ratio
STDGV	GVWR: 7,500 lbs Payload Package
Wheels & Tires	
STDTR	Tires: P265/70R17 AT OWL
NONWL	Wheels: 17" Steel
Seats & Seat Trim	
C	Cloth Front Bucket Seats <i>5-passenger seating. Includes 6-way power driver seat with manual recline and manual lumbar, 2-way manual passenger seat and 40/20/40 CenterSlide with recline split 2nd row seat.</i>
Other Options	
119WB	119" Wheelbase
PAINT	Monotone Paint Application
STDRD	Radio: AM/FM Stereo CD/MP3 Player <i>Includes input jack and 6-speakers.</i>
536	Heavy-Duty Trailer-Tow Package <i>Includes class IV trailer hitch receiver, wiring harness with 4 and 7-pin connector and electronic braking wiring kit.</i> <i>Includes:</i> <ul style="list-style-type: none">- Heavy-Duty Auxiliary Transmission Oil Cooler- Heavy-Duty Radiator- Integrated Trailer Brake Controller
41K	4x4 Skid Plates <i>Includes front, transfer case and fuel tank.</i>
Interior Colors	
CD_01	Dune
Primary Colors	

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Peoria Ford
9130 W. Bell Rd., Peoria, Arizona, 85382
Office: 623-977-8888

2017
~~2016~~ Expedition, Sport Utility
4dr 4x4 XL(U1G)

Selected Options (cont'd)

Code	Description
Z1_01	Oxford White

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Peoria Ford
9130 W. Bell Rd., Peoria, Arizona, 85382
Office: 623-977-8888

2017
2016 Expedition, Sport Utility
4dr 4x4 XL(U1G)

Warranty - Selected Equipment & Specs

Warranty

Basic

Distance	36000 miles	Months	36 months
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Powertrain

Distance	60000 miles	Months	60 months
----------	-------------	--------	-----------

Corrosion Perforation

Distance	Unlimited miles	Months	60 months
----------	-----------------	--------	-----------

Roadside Assistance

Distance	60000 miles	Months	60 months
----------	-------------	--------	-----------

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

BID NO. 021616-1

Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

PRICE SHEET

Complete and return this form for the total price being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this bid pricing page.

DESCRIPTION: Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV (Build Sheet Must Accompany Bid)

Vehicle Year, Make, & Model:

2017 Ford Expedition

MINIMUM SPECIFICATIONS Purchase Up to five New, Full Size, 4 Door, 4x4, SSV	MEETS MINIMUM SPECIFICATIONS YES NO
Exterior: Solid White	YES
Interior: Light Color	YES
Cloth Covered Front Buckets Seats without Console	YES
Vinyl Covered Rear Bench Seat	YES
Power Features: Door Locks	YES
Windows	YES
Mirrors	YES
Driver Seat	YES
Steering	YES
Keyless Entry	YES
Cruise Control	YES
Tilt Steering Wheel	YES
AM FM Clock (CD) Radio Stereo	YES
6 Cylinder Gas Engine	YES
4 Wheel Drive 4x4	YES
Automatic Transmission	YES
Locking Differential	YES
Air Conditioning – in Front and Rear	YES
Deep Tinted Windows	YES
Front Tow Hooks	YES
Trailer Tow Package with Receiver Hitch	YES
Skid Plate Package	YES
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)	YES
SUB – TOTAL AMOUNT	\$ 34,570.45.
OTHER COSTS Tire Tax	\$ 5.00.
SALES TAX 8.1%	\$ 2800.21.
TOTAL AMOUNT OF DELIVERED VEHICLE	\$ 37,375.66.

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery:

120 day ARP

Vendor Name:

RFVT Motors, Inc.

Vendor Phone Number:

480-696-5930



Peoria Ford
9130 W. Bell Rd., Peoria, Arizona, 85382
Office: 623-977-8888 Fax: 623-877-8372

Customer Proposal

Prepared by:

Chad Welsh
Office: 623-977-8888

Date: 04/04/2016

Vehicle: 2016 Expedition XL
4dr 4x4 *2a1*





Peoria Ford
9130 W. Bell Rd., Peoria, Arizona, 85382
Office: 623-977-8888

2017
2016 Expedition, Sport Utility
4dr 4x4 XL(U1G)

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Peoria Ford
9130 W. Bell Rd., Peoria, Arizona, 85382
Office: 623-977-8888

2017
2016 Expedition, Sport Utility
4dr 4x4 XL(U1G)

Selected Options

Code	Description
Base Vehicle	
U1G	Base Vehicle Price (U1G)
Packages	
102A	Equipment Group 102A Valid FIN code required.
Powertrain	
99T	Engine: 3.5L EcoBoost V6
446	Transmission: 6-Speed Automatic w/SelectShift
X3L	Limited Slip w/3.73 Axle Ratio
STDGV	GVWR: 7,500 lbs Payload Package
Wheels & Tires	
STDTR	Tires: P265/70R17 AT OWL
NONWL	Wheels: 17" Steel
Seats & Seat Trim	
C	Cloth Front Bucket Seats 5-passenger seating. Includes 6-way power driver seat with manual recline and manual lumbar, 2-way manual passenger seat and 40/20/40 CenterSlide with recline split 2nd row seat.
Other Options	
119WB	119" Wheelbase
PAINT	Monotone Paint Application
STDRD	Radio: AM/FM Stereo CD/MP3 Player Includes input jack and 6-speakers.
536	Heavy-Duty Trailer-Tow Package Includes class IV trailer hitch receiver, wiring harness with 4 and 7-pin connector and electronic braking wiring kit. Includes: - Heavy-Duty Auxiliary Transmission Oil Cooler - Heavy-Duty Radiator - Integrated Trailer Brake Controller
41K	4x4 Skid Plates Includes front, transfer case and fuel tank.
Interior Colors	
CD_01	Dune
Primary Colors	

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Peoria Ford
9130 W. Bell Rd., Peoria, Arizona, 85382
Office: 623-977-8888

2017
2016 Expedition, Sport Utility
4dr 4x4 XL(U1G)

Selected Options (cont'd)

Code	Description
Z1_01	Oxford White

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Peoria Ford
9130 W. Bell Rd., Peoria, Arizona, 85382
Office: 623-977-8888

2017
2016 Expedition, Sport Utility
4dr 4x4 XL(U1G)

Warranty - Selected Equipment & Specs

Warranty

Basic

Distance	36000 miles	Months	36 months
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Powertrain

Distance	60000 miles	Months	60 months
----------	-------------	--------	-----------

Corrosion Perforation

Distance	Unlimited miles	Months	60 months
----------	-----------------	--------	-----------

Roadside Assistance

Distance	60000 miles	Months	60 months
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BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

PRICE SHEET

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DESCRIPTION: Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV (Build Sheet Must Accompany Bid)

Vehicle Year, Make, & Model: 2017 Ford Expedition

MINIMUM SPECIFICATIONS Purchase Up to five New, Full Size, 4 Door, 4x4, SSV	MEETS MINIMUM SPECIFICATIONS YES NO
Exterior: Solid White	yes
Interior: Light Color	yes
Cloth Covered Front Buckets Seats without Console	yes
Vinyl Covered Rear Bench Seat	yes
Power Features: Door Locks	yes
Windows	yes
Mirrors	yes
Driver Seat	yes
Steering	yes
Keyless Entry	yes
Cruise Control	yes
Tilt Steering Wheel	yes
AM FM Clock (CD) Radio Stereo	yes
6 Cylinder Gas Engine	yes
4 Wheel Drive 4x4	yes
Automatic Transmission	yes
Locking Differential	yes
Air Conditioning – in Front and Rear	yes
Deep Tinted Windows	yes
Front Tow Hooks	yes
Trailer Tow Package with Receiver Hitch	yes
Skid Plate Package	yes
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)	yes
SUB – TOTAL AMOUNT	\$34,570.45.
OTHER COSTS Tire Tax	\$ 5.00 .
SALES TAX 8.1%	\$ 2800.21 .
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Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: 120 Days ARD

Vendor Name: PFLT Motors, Inc. **Vendor Phone Number:** 480-696-5930



Peoria Ford
9130 W. Bell Rd., Peoria, Arizona, 85382
Office: 623-977-8888 Fax: 623-877-8372

Customer Proposal

Prepared by:

Chad Welsh
Office: 623-977-8888

Date: 04/04/2016

Vehicle: ~~2016~~ Expedition XL
4dr 4x4 *2017*





Peoria Ford
9130 W. Bell Rd., Peoria, Arizona, 85382
Office: 623-977-8888

2017
2016 Expedition, Sport Utility
4dr 4x4 XL(U1G)

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Selected Options

Code	Description
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U1G	Base Vehicle Price (U1G)
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Other Options	
119WB	119" Wheelbase
PAINT	Monotone Paint Application
STDRD	Radio: AM/FM Stereo CD/MP3 Player <i>Includes input jack and 6-speakers.</i>
536	Heavy-Duty Trailer-Tow Package <i>Includes class IV trailer hitch receiver, wiring harness with 4 and 7-pin connector and electronic braking wiring kit.</i> <i>Includes:</i> <i>- Heavy-Duty Auxiliary Transmission Oil Cooler</i> <i>- Heavy-Duty Radiator</i> <i>- Integrated Trailer Brake Controller</i>
41K	4x4 Skid Plates <i>Includes front, transfer case and fuel tank.</i>
Interior Colors	
CD_01	Dune
Primary Colors	

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Peoria Ford
9130 W. Bell Rd., Peoria, Arizona, 85382
Office: 623-977-8888

2017
2016 Expedition, Sport Utility
4dr 4x4 XL(U1G)

Selected Options (cont'd)

Code	Description
Z1_01	Oxford White

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Peoria Ford
9130 W. Bell Rd., Peoria, Arizona, 85382
Office: 623-977-8888

2017
2016 Expedition, Sport Utility
4dr 4x4 XL(U1G)

Warranty - Selected Equipment & Specs

Warranty

Basic

Distance	36000 miles	Months	36 months
----------	-------------	--------	-----------

Powertrain

Distance	60000 miles	Months	60 months
----------	-------------	--------	-----------

Corrosion Perforation

Distance	Unlimited miles	Months	60 months
----------	-----------------	--------	-----------

Roadside Assistance

Distance	60000 miles	Months	60 months
----------	-------------	--------	-----------

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

PRICE SHEET

Complete and return this form for the total price being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this bid pricing page.

DESCRIPTION: Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV (Build Sheet Must Accompany Bid)

Vehicle Year, Make, & Model: 2017 Ford Expedition

MINIMUM SPECIFICATIONS Purchase Up to five New, Full Size, 4 Door, 4x4, SSV	MEETS MINIMUM SPECIFICATIONS YES NO
Exterior: Solid White	YES
Interior: Light Color	YES
Cloth Covered Front Buckets Seats without Console	YES
Vinyl Covered Rear Bench Seat	YES
Power Features: Door Locks	YES
Windows	YES
Mirrors	YES
Driver Seat	YES
Steering	YES
Keyless Entry	YES
Cruise Control	YES
Tilt Steering Wheel	YES
AM FM Clock (CD) Radio Stereo	YES
6 Cylinder Gas Engine	YES
4 Wheel Drive 4x4	YES
Automatic Transmission	YES
Locking Differential	YES
Air Conditioning – in Front and Rear	YES
Deep Tinted Windows	YES
Front Tow Hooks	YES
Trailer Tow Package with Receiver Hitch	YES
Skid Plate Package	YES
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)	YES
SUB – TOTAL AMOUNT	\$ 34,570.45.
OTHER COSTS <u>Tire Tax</u>	\$ <u>5.00</u> .
SALES TAX <u>8.1%</u>	\$ <u>2800.21</u> .
TOTAL AMOUNT OF DELIVERED VEHICLE	\$ <u>37,375.66</u> .

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: 120 days ARO

Vendor Name: PFLT Motors, Inc. **Vendor Phone Number:** 480-696-5930



Peoria Ford
9130 W. Bell Rd., Peoria, Arizona, 85382
Office: 623-977-8888 Fax: 623-877-8372

Customer Proposal

Prepared by:

Chad Welsh
Office: 623-977-8888

Date: 04/04/2016

Vehicle: 2016 Expedition XL
4dr 4x4 2017





Peoria Ford
9130 W. Bell Rd., Peoria, Arizona, 85382
Office: 623-977-8888

2017
2016 Expedition, Sport Utility
4dr 4x4 XL(U1G)

Table of Contents

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Warranty - Selected	5



Peoria Ford
9130 W. Bell Rd., Peoria, Arizona, 85382
Office: 623-977-8888

2017

2016 Expedition, Sport Utility
4dr 4x4 XL(U1G)

Selected Options

Code	Description
Base Vehicle	
U1G	Base Vehicle Price (U1G)
Packages	
102A	Equipment Group 102A Valid FIN code required.
Powertrain	
99T	Engine: 3.5L EcoBoost V6
446	Transmission: 6-Speed Automatic w/SelectShift
X3L	Limited Slip w/3.73 Axle Ratio
STDGV	GVWR: 7,500 lbs Payload Package
Wheels & Tires	
STDTR	Tires: P265/70R17 AT OWL
NONWL	Wheels: 17" Steel
Seats & Seat Trim	
C	Cloth Front Bucket Seats <i>5-passenger seating. Includes 6-way power driver seat with manual recline and manual lumbar, 2-way manual passenger seat and 40/20/40 CenterSlide with recline split 2nd row seat.</i>
Other Options	
119WB	119" Wheelbase
PAINT	Monotone Paint Application
STDRD	Radio: AM/FM Stereo CD/MP3 Player <i>Includes input jack and 6-speakers.</i>
536	Heavy-Duty Trailer-Tow Package <i>Includes class IV trailer hitch receiver, wiring harness with 4 and 7-pin connector and electronic braking wiring kit.</i> <i>Includes:</i> <i>- Heavy-Duty Auxiliary Transmission Oil Cooler</i> <i>- Heavy-Duty Radiator</i> <i>- Integrated Trailer Brake Controller</i>
41K	4x4 Skid Plates <i>Includes front, transfer case and fuel tank.</i>
Interior Colors	
CD_01	Dune
Primary Colors	

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Peoria Ford
9130 W. Bell Rd., Peoria, Arizona, 85382
Office: 623-977-8888

2017
2016 Expedition, Sport Utility
4dr 4x4 XL(U1G)

Selected Options (cont'd)

Code	Description
Z1_01	Oxford White

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Peoria Ford
9130 W. Bell Rd., Peoria, Arizona, 85382
Office: 623-977-8888

2017
2016 Expedition, Sport Utility
4dr 4x4 XL(U1G)

Warranty - Selected Equipment & Specs

Warranty

Basic

Distance	36000 miles	Months	36 months
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Powertrain

Distance	60000 miles	Months	60 months
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Distance	Unlimited miles	Months	60 months
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Roadside Assistance

Distance	60000 miles	Months	60 months
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Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

AFFIDAVIT BY VENDOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)

)ss

COUNTY OF:)

William McDowell
(Name of Individual) being first duly sworn, deposes and says:

That he is

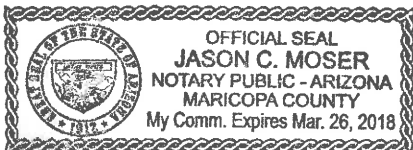
Fleet Director
(Title)

of PFVT Motors, Inc and
(Name of Business)

That he is bidding on Gila County Bid No. 021616-1 - Up to Five (5) New Full Size 4 Door 4x4 SSV
and,

That neither he nor anyone associated with the said PFVT Motors, Inc.
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise
taken any action in restraint of free competitive bidding in connection with the above mentioned
project.



PFVT Motors, Inc.
Name of Business
William McDowell
By
Fleet Director
Title

Subscribed and sworn to before me this 4th day of April, 2016.

J-C-M
Notary Public

My Commission expires:

Mar 26th, 2018

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Vendor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Vendor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Vendor shall further ensure that each subcontractor who performs any work for Vendor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Vendor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Vendor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Vendor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Vendor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

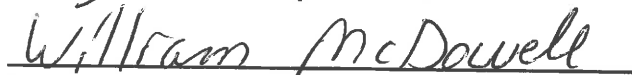
Vendor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.



Signature of Authorized Representative



Printed Name



Title

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed, executed, and submitted with this IFB. If bidder fails to complete or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED AND EXECUTED

QUALIFICATION & CERTIFICATION FORM

X

PRICE SHEETS

X

NO COLLUSION AFFIDAVIT

X

LEGAL ARIZONA WORKS ACT COMPLIANCE

X

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

X

OFFER PAGE

X

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this 4th day of April, 2016

PFUT Motors, Inc
VENDOR:
[Signature]
BY: (Signature)

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 021616-1 Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV.** All bids shall be filed with the Gila County Finance Department at the Guerrero Complex, 1400 E. Ash St., Globe, AZ on or before April 04, 2016, 4:00 PM.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Invitation for bids.

Signature also certifies the Vendors bid is genuine, and is not in any way collusive or a sham; that the bid is not made with the intent to restrict or prohibit competition; that the Vendor submitting the bid has not revealed the contents of the bid to, or in any way colluded with, any other Vendor which may compete for the contract; and that no other Vendor which may compete for the contract has revealed the contents of a bid to, or in any way colluded with, the Vendor submitting this bid.

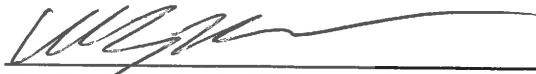
CONTRACT NUMBER: 021616-1 Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

Firm Submitting Bid:

PFVT Motors, Inc.
Company Name
9130 W. Bell Rd
Address
Pearia AZ 85382
City State Zip

For clarification of this offer, contact:

Name: Chad Welsh
Phone No.: 480-696-5930
Fax 480-393-5536
Email: Cwelsh@peariaford.com


Signature of Authorized Person to Sign
William McDowell
Printed Name
Fleet Director
Title

Bid must be signed by a duly authorized officer(s) eligible to sign contract documents for the Firm.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

ACCEPTANCE OF OFFER
(For Gila County use only)

The Offer is hereby Accepted:

The Vendor _____ is now bound to provide the materials or services listed in Invitation for Bid No.: 021616-1 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County entity.

The contract shall henceforth be referenced to as **Contract No. 021616-1**. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this _____ day of _____, 2016

GILA COUNTY BOARD OF SUPERVISORS:

Michael A. Pastor, Chairman, Board of Supervisors

ATTEST:

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST

PURPOSE

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

CONTACT NUMBER 021616-1 Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Vendor:
 Tates Auto center Holbrook - 928-524-6268
 1001 Navajo BLVD
 Holbrook Az 86025
2. Has Vendor (under its present or any previous name) ever failed to complete a contract?
 Yes X No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.
3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5. Vendor must also provide at least the following information:
 - a. A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - b. Gila County reserves the right to request additional information



Signature of Authorized Person to Sign

Wayne Bentley
Printed Name

Commercial Account Manager & Government Manager
Title

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

PRICE SHEET

Complete and return this form for the total price being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this bid pricing page.

DESCRIPTION: Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV (Build Sheet Must Accompany Bid)

Vehicle Year, Make, & Model: 2017 Ford Expedition 4x4 SSV

MINIMUM SPECIFICATIONS Purchase Up to five New, Full Size, 4 Door, 4x4, SSV	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: Solid White	YES	
Interior: Light Color	YES	
Cloth Covered Front Buckets Seats without Console	YES	
Vinyl Covered Rear Bench Seat	YES	
Power Features: Door Locks	YES	
Windows	YES	
Mirrors	YES	
Driver Seat	YES	
Steering	YES	
Keyless Entry	YES	
Cruise Control	YES	
Tilt Steering Wheel	YES	
AM FM Clock (CD) Radio Stereo	YES	
6 Cylinder Gas Engine	YES	
4 Wheel Drive 4x4	YES	
Automatic Transmission	YES	
Locking Differential	YES	
Air Conditioning – in Front and Rear	YES	
Deep Tinted Windows	YES	
Front Tow Hooks	YES	
Trailer Tow Package with Receiver Hitch	YES	
Skid Plate Package	YES	
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)	YES	
SUB – TOTAL AMOUNT	\$ 34,524.95	
OTHER COSTS	\$ 0.0	
SALES TAX	\$ 3,095.86	
TOTAL AMOUNT OF DELIVERED VEHICLE	\$ 37,620.81	

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: 90 TO 120 DAYS FROM P.O. ISSUANCE

Vendor Name: TATES AUTO CENTER HOLBROOK **Vendor Phone Number:** 928-524-6268

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

PRICE SHEET

Complete and return this form for the total price being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this bid pricing page.

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Vehicle Year, Make, & Model: 2017 Ford Expedition 4x4 SSV

MINIMUM SPECIFICATIONS Purchase Up to five New, Full Size, 4 Door, 4x4, SSV		MEETS MINIMUM SPECIFICATIONS YES NO	
Exterior: Solid White		YES	
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Cloth Covered Front Buckets Seats without Console		YES	
Vinyl Covered Rear Bench Seat		YES	
Power Features: Door Locks		YES	
Windows		YES	
Mirrors		YES	
Driver Seat		YES	
Steering		YES	
Keyless Entry		YES	
Cruise Control		YES	
Tilt Steering Wheel		YES	
AM FM Clock (CD) Radio Stereo		YES	
6 Cylinder Gas Engine		YES	
4 Wheel Drive 4x4		YES	
Automatic Transmission		YES	
Locking Differential		YES	
Air Conditioning – in Front and Rear		YES	
Deep Tinted Windows		YES	
Front Tow Hooks		YES	
Trailer Tow Package with Receiver Hitch		YES	
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BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

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Vehicle Year, Make, & Model: 2017 Ford Expedition 4x4 SSV

MINIMUM SPECIFICATIONS Purchase Up to five New, Full Size, 4 Door, 4x4, SSV	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
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Cruise Control	YES	
Tilt Steering Wheel	YES	
AM FM Clock (CD) Radio Stereo	YES	
6 Cylinder Gas Engine	YES	
4 Wheel Drive 4x4	YES	
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Air Conditioning – in Front and Rear	YES	
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Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

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Vendor Name: TATES AUTO CENTER HOLBROOK

Vendor Phone Number: 928-524-6268

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

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Cruise Control	YES	
Tilt Steering Wheel	YES	
AM FM Clock (CD) Radio Stereo	YES	
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Vendor Name: TATES AUTO CENTER HOLBROOK **Vendor Phone Number:** 928-524-6268

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

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6 Cylinder Gas Engine	YES	
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Date of Delivery: 90 TO 120 DAYS FROM P.O. ISSUANCE

Vendor Name: TATES AUTO CENTER HOLBROOK **Vendor Phone Number:** 928-524-6268

Equipment Group 102A

Valid FIN code required.

Includes:

- Engine: 3.5L EcoBoost V6
- Transmission: 6-Speed Automatic w/SelectShift
- GVWR: 7,500 lbs Payload Package
- Tires: P265/70R17 AT OWL
- Cloth Front Bucket Seats

5-passenger seating. Includes 6-way power driver seat with manual recline and manual lumbar, 2-way manual passenger seat and 40/20/40 CenterSlide with recline split 2nd row seat.

-Radio: AM/FM Stereo CD/MP3 Player

Includes input jack and 6-speakers.

-SSV Fleet Package

Includes column shifter. Deletes floor console and running boards.

-Wheels: 17" Steel

-Vinyl 2nd Row Seating

-Mold-In-Color Door Handles

-Black Grille

-Vinyl Floor Covering

-Limited Slip w/3.73 Axle Ratio



Selected Equipment & Specs

Dimensions

Exterior length: 206.5" * Exterior width: 78.8" * Exterior height: 77.2" * Wheelbase: 119.0" * Front track: 67.0" * Rear track: 67.2" * Turning radius: 20.4' * Min ground clearance: 8.7" * Front legroom: 41.1" * Rear legroom: 39.1" * Front headroom: 39.6" * Rear headroom: 39.8" * Front hiproom: 60.2" * Rear hiproom: 59.9" * Front shoulder room: 63.2" * Rear shoulder room: 63.7" * Passenger volume: 116.9cu.ft. * Approach angle: 22.6 deg * Departure angle: 21.5 deg * Cargo volume: 55.0cu.ft. * Cargo volume seats folded: 55.0cu.ft. * Maximum cargo volume: 108.3cu.ft.

Powertrain

EcoBoost 365hp 3.5L DOHC 24 valve twin turbo V-6 engine with variable valve control, direct gasoline injection * Recommended fuel : regular unleaded * ULEV II * 6 speed automatic transmission with overdrive * Control-Trac four-wheel * Limited slip differential * Fuel Economy City: 15 mpg * Fuel Economy Highway: 20 mpg * Capless fuel filler

Suspension/Handling

Front independent double wishbone suspension with anti-roll bar, gas-pressurized shocks * Rear independent multi-link suspension with anti-roll bar, gas-pressurized shocks * Speed-sensing electric power-assist rack-pinion Steering * Front and rear 17 x 8 silver steel wheels * P265/70SR17 OWL AT front and rear tires

Body Exterior

4 doors * Driver and passenger power remote heated folding door mirrors * Black door mirrors * Black bumpers * Running boards * Class IV HD trailer hitch with trailer sway control * Roof rack * 200 lbs. roof rack load capacity * Trailer harness * Clearcoat paint * Front and rear 17 x 8 wheels

Convenience

Manual air conditioning * Rear HVAC with separate controls * Auxiliary rear heater * Cruise control with steering wheel controls * Power windows * Driver 1-touch up * Driver 1-touch down * Remote power door locks with 2 stage unlock and illuminated entry * Manual tilt steering wheel * Manual telescopic steering wheel * Day-night rearview mirror with auto-dimming * Front and rear cupholders * Dual auxiliary illuminated visor mirrors * Full floor console * Full overhead console * Driver and passenger door bins * Rear door bins

Seats and Trim

Seating capacity of 5 * Front bucket seats * 8-way 6-way power driver seat adjustment * Manual driver lumbar support * Power height adjustable driver seat * 4-way passenger seat adjustment * Centre front armrest * 40-20-40 folding rear split-bench seat * Cloth seat upholstery * Leather steering wheel

Entertainment Features

AM/FM/Satellite-prep radio with radio data system * Single CD player * MP3 decoder * Auxiliary audio input * 12 speakers * Multi-sources rear controls * Window grid antenna

Lighting, Visibility and Instrumentation

Halogen aero-composite headlights * Delay-off headlights * Fully automatic headlights * Front fog lights * Variable intermittent front windshield wipers * Speed sensitive wipers * Fixed interval rear windshield wiper * Rear window defroster * Fixed rearmost windows * Deep tinted windows * Front and rear reading lights * Tachometer * Voltmeter * Compass * Outside temperature display * Camera(s) - rear * Low tire pressure warning * Trip odometer

Safety and Security

4-wheel ABS brakes * Brake assist with hill descent control with hill hold control * 4-wheel disc brakes * AdvanceTrac w/Roll Stability Control electronic stability * ABS and driveline traction control * Dual front impact airbag supplemental restraint system * Dual seat mounted side impact airbag supplemental restraint system * Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag supplemental restraint system * Airbag supplemental restraint system occupancy sensor * Remote activated perimeter/approach lighting * Power remote door locks with 2 stage unlock and panic alarm * Security system with SecuriLock immobilizer * MyKey restricted driving mode * Manually adjustable front head restraints * Fixed rear head restraints

Dimensions

General Weights

Curb

5829 lbs.

GVWR

7520 lbs.

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Selected Equipment & Specs (cont'd)

Payload	1850 lbs.	Front curb weight	2948 lbs.
Rear curb weight	2881 lbs.		

Trailer Type

Type	HD	Harness	Yes
Class	IV	Hitch	Yes
Trailer sway control	Yes		

General Trailing

Towing capacity	9200 lbs.	GCWR	15200 lbs.
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Fuel Tank type

Capacity	28 gal.	Capless fuel filler	Yes
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Off Road

Approach angle	23 deg	Departure angle	22 deg
Ramp breakover angle	18 deg	Min ground clearance	9"
Load floor height	35"		

Interior cargo

Cargo volume	55.0 cu.ft.	Cargo volume seats folded	55.0 cu.ft.
Maximum cargo volume	108.3 cu.ft.	Height	34.6"
Length	82.5"	Length to rear seat	44.4"
Minimum width	49.2"		

Powertrain

Engine Type

Brand	EcoBoost	Block material	Aluminum
Cylinders	V-6	Head material	Aluminum
Ignition	Electronic	Injection	Direct gasoline injection
Liters	3.5L	Orientation	Longitudinal
Recommended fuel	Regular unleaded	Valves per cylinder	4
Valvetrain	DOHC	Variable valve control	Yes
Forced induction	Twin turbo		

Engine Spec

Bore	3.64"	Compression ratio	10.0:1
Displacement	213 cu.in.	Stroke	3.41"

Engine Power

Output	365 HP @ 5,000 RPM	Torque	420 ft.-lb @ 2,500 RPM
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Alternator

Amps	250
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Battery

Amp hours	72	Cold cranking amps	650
Run down protection	Yes		

Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	6
Type	Automatic		

Transmission Gear Ratios

1st	4.17	2nd	2.34
3rd	1.54	4th	1.14

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Selected Equipment & Specs (cont'd)

5th	0.87	6th	0.69
Reverse Gear ratios	3.4		
<i>Transmission Extras</i>			
Driver selectable mode	Yes	Sequential shift control	SelectShift
<i>Drive Type</i>			
4wd type	Control-Trac part and full-time	Type	Four-wheel
<i>Drive Feature</i>			
Limited slip differential	Mechanical	Traction control	ABS and driveline
Locking hub control	Auto	Transfer case shift	Electronic
<i>Drive Axle</i>			
Ratio	3.73		
<i>Exhaust</i>			
Material	Stainless steel	System type	Single
Tailpipe finisher	Chrome		
<i>Emissions</i>			
CARB	ULEV II	EPA	Tier 2 Bin 4
<i>Fuel Economy</i>			
City	15 mpg	Highway	20 mpg
Fuel type	Gasoline	Combined	17 mpg
<i>Acceleration</i>			
0-60 mph (s)	6.76		
<i>1/4 Mile</i>			
Seconds	15.2	Speed	91 mph
<i>Skid Pad</i>			
Lateral acceleration (g)	0.7		
<i>Slalom</i>			
Speed	52 mph		
<i>Green Values</i>			
Energy Impact Score (Barrels per year)	19.4	Carbon FP / Tailpipe and upstream total GHG (CO ₂ , tons per year)	10.4
<i>Driveability</i>			
<i>Brakes</i>			
ABS	4-wheel	ABS channels	4
Type	4-wheel disc	Vented discs	Front and rear
<i>Brake Assistance</i>			
Brake assist	Yes	Hill descent control	Yes
Hill hold control	Yes		
<i>Suspension Control</i>			
Ride	Regular	Electronic stability	Stability control with anti-roll
<i>Front Suspension</i>			
Independence	Independent	Type	Double wishbone
Anti-roll bar	Regular		

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Selected Equipment & Specs (cont'd)

<i>Front Spring</i>			
Type	Coil	Grade	Regular
<i>Front Shocks</i>			
Type	Gas-pressurized		
<i>Rear Suspension</i>			
Independence	Independent	Type	Multi-link
Anti-roll bar	Regular		
<i>Rear Spring</i>			
Type	Coil	Grade	Regular
<i>Rear Shocks</i>			
Type	Gas-pressurized		
<i>Steering</i>			
Speed-sensing	Yes	Activation	Electric power-assist
Type	Rack-pinion	Type	Regular
<i>Steering Specs</i>			
# of wheels	2		
Exterior			
<i>Front Wheels</i>			
Diameter	17"	Width	8.00"
<i>Rear Wheels</i>			
Diameter	17"	Width	8.00"
<i>Spare Wheels</i>			
Wheel material	Steel		
<i>Front and Rear Wheels</i>			
Appearance	Silver	Material	Steel
<i>Front Tires</i>			
Aspect	70	Diameter	17"
Sidewalls	OWL	Speed	S
Tread	AT	Type	P
Width	265mm		
<i>Rear Tires</i>			
Aspect	70	Diameter	17"
Sidewalls	OWL	Speed	S
Tread	AT	Type	P
Width	265mm		
<i>Spare Tire</i>			
Mount	Underbody w/crankdown	Type	Full-size
<i>Wheels</i>			
Front track	67.0"	Rear track	67.2"
Turning radius	20.4'	Wheelbase	119.0"
<i>Body Features</i>			
Running boards	Yes	Skid plate(s)	3

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Selected Equipment & Specs (cont'd)

Body material	Galvanized steel/aluminum	Side impact beams	Yes
<i>Body Doors</i>			
Door count	4	Left rear passenger	Conventional
Right rear passenger	Conventional	Rear cargo	Liftgate
<i>Exterior Dimensions</i>			
Length	206.5"	Body width	78.8"
Body height	77.2"	Frame section modulus	24.7cu.in.
Frame yield strength (psi)	36000.0		
<i>Safety</i>			
<i>Airbags</i>			
Driver front-impact	Yes	Driver side-impact	Seat mounted
Occupancy sensor	Yes	Overhead Safety Canopy System	2nd and 3rd row
Passenger front-impact	Yes	Passenger side-impact	Seat mounted
<i>Seatbelt</i>			
Rear centre 3 point	Yes	Height adjustable	Front
Pre-tensioners	Front	Pre-tensioners (#)	2
<i>Security</i>			
Immobilizer	SecuriLock	Panic alarm	Yes
Restricted driving mode	MyKey		
<i>Seating</i>			
<i>Passenger Capacity</i>			
Capacity	5		
<i>Front Seats</i>			
Split	Buckets	Type	Bucket
<i>Driver Seat</i>			
Fore/aft	Power	Height adjustable	Power
Reclining	Manual	Way direction control	8
Lumbar support	Manual	Cushion tilt	Power
<i>Passenger seat</i>			
Fore/aft	Manual	Reclining	Manual
Way direction control	4		
<i>Front Head Restraint</i>			
Control	Manual	Type	Adjustable
<i>Front Armrest</i>			
Centre	Yes		
<i>Rear Seats</i>			
Descriptor	Split-bench	Facing	Front
Folding	40-20-40	Folding position	Fold forward seatback
Type	Fixed	Reclining	Manual
<i>Rear Head Restraints</i>			
Type	Fixed	Number	2
<i>Front Seat Trim</i>			

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Selected Equipment & Specs (cont'd)

Material	Cloth	Back material	Cloth
<i>Rear Seat Trim Group</i>			
Material	Cloth	Back material	Carpet
Convenience			
<i>AC And Heat Type</i>			
Air conditioning	Manual	Rear HVAC	With separate controls
Underseat ducts	Yes	Auxiliary rear heater	Yes
Headliner/pillar ducts	Yes		
<i>Audio System</i>			
CD	Single	CD location	In-dash
MP3 decoder	MP3 decoder	Auxiliary audio input	Yes
Radio	AM/FM/Satellite-prep	Radio data system	Yes
Radio grade	Regular	Seek-scan	Yes
<i>Audio Speakers</i>			
Speaker type	Regular	Speakers	12
<i>Audio Controls</i>			
Speed sensitive volume	Yes	Rear controls	Multi-source
<i>Audio Antenna</i>			
Type	Window grid		
<i>Cruise Control</i>			
Cruise control	With steering wheel controls		
<i>Remote Releases</i>			
Rear window	Keyfob		
<i>Convenience Features</i>			
Retained accessory power	Yes	12V DC power outlet	3
<i>Door Lock Activation</i>			
Type	Power with 2 stage unlock	Remote	Keyfob (all doors)
Keypad	Yes	Integrated key/remote	Yes
Auto locking	Yes		
<i>Door Lock Type</i>			
Rear child safety	Manual	Tailgate/rear door lock	Included with power door locks
<i>Instrumentation Type</i>			
Display	Analog		
<i>Instrumentation Gauges</i>			
Tachometer	Yes	Oil pressure	Yes
Engine temperature	Yes	Voltmeter	Yes
<i>Instrumentation Warnings</i>			
Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Low washer fluid	Yes	Door ajar	Yes
Trunk/liftgate ajar	Yes	Brake fluid	Yes

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Selected Equipment & Specs (cont'd)

Low tire pressure	Yes		
<i>Instrumentation Displays</i>			
Clock	In-radio display	Compass	Yes
Exterior temp	Yes	Systems monitor	Yes
Camera(s) - rear	Yes		
<i>Instrumentation Feature</i>			
PRND in IP	Yes	Trip odometer	Yes
<i>Steering Wheel Type</i>			
Material	Leather	Tilting	Manual
Telescoping	Manual		
<i>Front Side Windows</i>			
Window 1st row activation	Power		
<i>Windows Rear Side</i>			
2nd row activation	Power	3rd row activation	Fixed
<i>Window Features</i>			
1-touch down	Driver	1-touch up	Driver
Tinted	Deep		
<i>Front Windshield</i>			
Wiper	Variable intermittent	Speed sensitive wipers	Yes
<i>Rear Windshield</i>			
Wiper	Fixed interval	Heating	Wiper park
Defroster	Yes	Window	Flip-up
Interior			
<i>Driver Visor</i>			
Illuminated	Yes	Auxiliary	Yes
Mirror	Yes		
<i>Passenger Visor</i>			
Illuminated	Yes	Auxiliary	Yes
Mirror	Yes		
<i>Rear View Mirror</i>			
Day-night	Yes	Auto-dimming	Yes
<i>Trim Door</i>			
Trim insert	Vinyl		
<i>Headliner</i>			
Coverage	Full	Material	Cloth
<i>Floor Trim</i>			
Coverage	Full	Covering	Carpet
Mats	Carpet front and rear		
<i>Trim Feature</i>			
Gear shift knob	Urethane	Interior accents	Other
<i>Lighting</i>			
Dome light type	Fade	Front reading	Yes

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Selected Equipment & Specs (cont'd)

Illuminated entry	Yes	Rear reading	Yes
Variable IP lighting	Yes		
<i>Floor Console Storage</i>			
Storage	Covered	Type	Full
<i>Overhead Console Storage</i>			
Storage	Yes	Type	Full
Conversation mirror	Yes		
<i>Storage</i>			
Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Yes	Passenger door bin	Yes
Illuminated	Yes	Rear yes	Yes
Dashboard	Yes	Rear door bins	Yes
<i>Cargo Space Trim</i>			
Floor	Carpet	Trunk lid/rear cargo door	Plastic
<i>Cargo Space Feature</i>			
Light	Yes		
<i>Legroom</i>			
Front	41.1"	Rear	39.1"
<i>Headroom</i>			
Front	39.6"	Rear	39.8"
<i>Hip Room</i>			
Front	60.2"	Rear	59.9"
<i>Shoulder Room</i>			
Front	63.2"	Rear	63.7"
<i>Interior Volume</i>			
Passenger volume	116.9 cu.ft.		

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Tate's Auto Center
 1001 Navajo Blvd, Holbrook, Arizona, 86025
 Office: 928-524-6268

2017
~~2016~~ Expedition, Sport Utility
 4dr 4x4 XL(U1G)

Selected Options

Code	Description	MSRP	Invoice
U1G	Base Vehicle Price (U1G)	\$44,055.00	\$41,303.00
102A	Equipment Group 102A	-\$2,230.00	-\$2,079.00
99T	Engine: 3.5L EcoBoost V6	Included	Included
446	Transmission: 6-Speed Automatic w/SelectShift	Included	Included
X3L	Limited Slip w/3.73 Axle Ratio	Included	Included
STDGV	GVWR: 7,500 lbs Payload Package	Included	Included
STDTR	Tires: P265/70R17 AT OWL	Included	Included
NONWL	Wheels: 17" Steel	Included	Included
C	Cloth Front Bucket Seats	Included	Included
	<i>5-passenger seating. Includes 6-way power driver seat with manual recline and manual lumbar, 2-way manual passenger seat and 40/20/40 CenterSlide with recline split 2nd row seat.</i>		
119WB	119" Wheelbase	STD	STD
PAINT	Monotone Paint Application	STD	STD
STDRD	Radio: AM/FM Stereo CD/MP3 Player	Included	Included
	<i>Includes input jack and 6-speakers.</i>		
536	Heavy-Duty Trailer-Tow Package	\$560.00	\$523.00
	<i>Includes class IV trailer hitch receiver, wiring harness with 4 and 7-pin connector and electronic braking wiring kit.</i>		
	<i>Includes:</i>		
	<i>- Heavy-Duty Auxiliary Transmission Oil Cooler</i>		
	<i>- Heavy-Duty Radiator</i>		
	<i>- Integrated Trailer Brake Controller</i>		
41K	4x4 Skid Plates	\$100.00	\$93.00
	<i>Includes front, transfer case and fuel tank.</i>		
CD_01	Dune	N/C	N/C
Z1_01	Oxford White	N/C	N/C
SUBTOTAL		\$42,485.00	\$39,840.00
FDAF Assessment		\$0.00	\$637.28
Fuel Charge		\$0.00	\$58.52
Destination Charge		\$1,195.00	\$1,195.00
TOTAL		\$43,680.00	\$41,730.80

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**AFFIDAVIT BY VENDOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

19

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Vendor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Vendor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Vendor shall further ensure that each subcontractor who performs any work for Vendor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Vendor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Vendor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Vendor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Vendor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

Vendor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.



Signature of Authorized Representative

Wayne Bentley

Printed Name

Commercial Account Government Manager

Title

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed, executed, and submitted with this IFB. If bidder fails to complete or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED AND EXECUTED

QUALIFICATION & CERTIFICATION FORM	___Completed___
PRICE SHEETS	___Completed___
NO COLLUSION AFFADAVIT	___Completed___
LEGAL ARIZONA WORKS ACT COMPLIANCE	___Completed___
BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT	___Completed___
OFFER PAGE	___Completed___

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2016

Tates Auto Center Holbrook-Wayne Bentley
VENDOR:

BY: (Signature)



Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 021616-1 Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV.** All bids shall be filed with the Gila County Finance Department at the Guerrero Complex, 1400 E. Ash St., Globe, AZ on or before April 04, 2016, 4:00 PM.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Invitation for bids.

Signature also certifies the Vendors bid is genuine, and is not in any way collusive or a sham; that the bid is not made with the intent to restrict or prohibit competition; that the Vendor submitting the bid has not revealed the contents of the bid to, or in any way colluded with, any other Vendor which may compete for the contract; and that no other Vendor which may compete for the contract has revealed the contents of a bid to, or in any way colluded with, the Vendor submitting this bid.

CONTRACT NUMBER: 021616-1 Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

Firm Submitting Bid:

__Tates Auto Center Holbrook_____
Company Name

__1001 Navajo BLVD_____
Address

__Holbrook______Az______86025_____
City State Zip


For clarification of this offer, contact:

Name: __Wayne Bentley_____

Phone No.: __928-524-6268_____

Fax __928-524-1770_____

Email: wayne.bentley at tatesautocenter.com__



Signature of Authorized Person to Sign

__Wayne Bentley_____
Printed Name

Commercial Account & Government Sales Manager
Title

Bid must be signed by a duly authorized officer(s) eligible to sign contract documents for the Firm.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Vendor _____ is now bound to provide the materials or services listed in Invitation for Bid No.: 021616-1 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County entity.

The contract shall henceforth be referenced to as Contract No. 021616-1. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this _____ day of _____, 2016

GILA COUNTY BOARD OF SUPERVISORS:

Michael A. Pastor, Chairman, Board of Supervisors

ATTEST:

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

GILA COUNTY
NOTICE OF INVITATION FOR BID

BID NO. 021616-1

UP TO FIVE (5) NEW FULL SIZE 4 DOOR 4X4 SSV



BOARD OF SUPERVISORS
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
John D. Marcanti, Member

COUNTY MANAGER
Don E. McDaniel Jr.



**GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID**

1400 E. Ash Street
Globe, Arizona
85501

**SOLICITATION NUMBER
021616-1**

BID DUE DATE: Monday, April 04, 2016

TIME: 4:00 PM

DESCRIPTION: Purchase up to Five (5) New Full Size 4 Door 4X4 SSV

**Bid Opening Location: GILA COUNTY FINANCE DEPARTMENT
ATTN: JEANNIE SGROI
GUERRERO COMPLEX
1400 EAST ASH STREET, GLOBE, ARIZONA 85501**

Bid Submittal Location: GILA COUNTY FINANCE DEPARTMENT, 1400 E. Ash St., Globe, AZ 85501

In accordance with A.R.S. §41-2533, Invitation for Bid for the materials and services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents contact the Procurement Group at (928) 402-8612 or click on the following link to the County website . http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php

Additional instructions for preparing a bid are provided on pages 4-6 of the bid documents to Offerors as contained within the solicitation.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

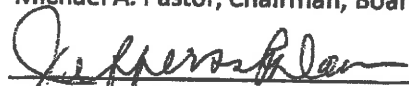
Arizona Silver Belt advertisement dates: March 23, 2016 and March 30, 2016

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Fleet Management
Type of contract: Term
Term of Contract: Twelve Months
Phone Number: (928) 200-1580

Signed: 
Michael A. Pastor, Chairman, Board of Supervisors

Date: 3-15-16

Signed: 
Jefferson R. Dalton, Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Date: 3-15-16

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BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

GENERAL SCOPE

It is the intent of this solicitation to award a contract for the purchase of up to Five (5) New Full Size 4 Door 4x4 SSV, for Gila County.

The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: **Exhibit "C" Pages 11-12, and Pages 14-18 as specified on Price Sheet for total price being proposed.**

Vendors who agree to provide the Minimum Bid Specifications for this Invitation for Bid shall be considered for award.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

INSTRUCTIONS TO VENDORS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO VENDORS AND EXHIBIT "B", VENDORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO VENDORS

Preparation of Sealed Bid

- A. Sealed Bids will be received by the Gila County Finance Department, from vendors, to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed bids only from qualified, experienced vendors able to provide services which are, in all respects, responsive to the specifications. All bids shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.
- B. Before submitting its bid, each vendor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a bid will constitute a representation of compliance by the vendor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Vendors must complete all forms provided in this Invitation for Bid package in full, original signature in ink, by the person(s) authorized to sign the Bid and to be submitted at the time of bid, and made a part of this contract. The County will use the Bid, and Qualification and Certification Form, in evaluating the capacity of vendor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Vendor to complete and submit the Price Sheet and Signature and Offer Page at time and place of opening may be grounds for automatic disqualification of the vendor(s) from further consideration.
- D. The names of all persons authorized to sign the Bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Invitation for Bids shall be listed on the Bid.
- F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the vendor; if initialed, the County may require the vendor to identify any alteration so initialed.

Amendments

Any addendum issued as a result of any change in this Invitation for Bids must be acknowledged by all Vendors in the following manner:

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

Instructions to Vendors continued...

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 21.

Failure to indicate receipt of addenda in the above manner may result in a bid being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "Not Applicable" in the space provided under #1. The Vendor Checklist & Addenda Acknowledgment form must be signed and dated.

Inquiries

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to an Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Bid and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Late Bids

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

Submittal Bid Format:

It is requested that One (1) Original and One (1) copy (2 TOTAL) with original signatures on both sets of the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page shall be submitted on the forms and in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of Bid, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid. Delivery charges may differentiate depending on geographical location.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

Instructions to Vendors continued...

2. Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipts of Bids.
3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Bid deadline.

All bids shall be submitted in a sealed envelope:

- Minimum of Two (2) copies with original signatures shall be provided by the Vendor;
- The words "Invitation for Bid" with Title "Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV", "Bid No. 021616-1", "April 04, 2016" and "4:00 PM" shall be written on the face of the envelope;
- The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
 - a. Notwithstanding any or other provisions of the Bid, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all Bids; or portions thereof; or
 3. Reissue a Request for Bid.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Bid of any Vendor(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Invitation for Bids will be reviewed by the Gila County Board of Supervisors.
5. Those Vendor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Bids are most advantageous to the County may be invited to appear before the Board for an oral review.
6. The apparent successful Vendor(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other Vendors who have submitted a bid under this IFB have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

General Terms & Conditions continued...

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Firm shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Firm. The Firm shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

EXHIBIT "B" CONTRACT AWARD AGREEMENT

This exhibit shall serve as the contract agreement to any Vendor, their agents, subcontractors or representatives, awarded this or any portion of this contract by the County, by submitting Bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 22, Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form page 13. This Contract shall include the Invitation for Bids No. 021616-1 and all exhibits attached to it, including but not limited to the Qualification and Certification Form, Price Sheets, No Collusion Affidavit, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page which are all incorporated into this agreement by this reference.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Vendor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Invitation for Bids No. 021616-1, issued by the County, and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB which is incorporated by this reference into this agreement. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements. The Contract shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension or debarment of the Vendor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Vendor.

Contract Default

- A. The County, by written notice of default to the Vendor, may terminate the whole or any part of this contract in any one of the following circumstances:

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

Exhibit "B" Contract Award Agreement continued...

1. If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or
 2. If the Vendor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Vendor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Costs and Payments

Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Vendor shall submit a complete and accurate invoice for payment.

IRS W9 Form: In order to receive payment the Vendor shall have a current IRS W9 Form on file with the County unless not required by law.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The vendor(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the vendor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Vendor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

The County, with or without cause, may terminate this contract at any time, or by giving **thirty (30)** days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of the Vendor(s) to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Vendor for acting or failing to act as in any of the following:

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

Exhibit "B" Contract Award Agreement continued...

1. In the opinion of the County, the Vendor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
2. In the opinion of the County, the Vendor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Vendor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the County, the Vendor fails to make progress in the performance of the requirements of the contract or give the County a positive indication that Vendor will not, or cannot, perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Vendor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

General

After receipt of all bids, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned bids, unacknowledged Addenda, incomplete bids, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 021616-1

Purpose: It is the intent of Gila County to establish, by this Invitation for Bids, a contract to purchase up to Five (5) New Full Size 4 Door 4x4 SSV. This Invitation for Bid No. 021616-1 including the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Checklist and Addenda Acknowledgment Form, and Offer Page constitutes the entire Bid package and by this reference is hereby incorporated into this agreement.

Note: This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is NOT intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

SECTION 1.0

General:

- 1.1 All product specifications are **minimum**. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing or stock facilities to serve the needs of Gila County.
- 1.3 All bids must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the bid. The County does not guarantee any maximum or minimum amounts of purchase.

SECTION 2.0

Bid Pricing:

- 2.1 The Vendor shall submit the bid in the form of a firm unit price for the contract period. Initial contract period is twelve (12) months. Vendor shall incorporate all freight, profit, and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Vendor's or Gila County's discovery of any such price reduction.
- 2.2 **The term of the contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, cancelled or extended as otherwise provided herein.**

SECTION 3.0

Ordering and Delivery:

- 3.1 **ORDERING:** Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 **PRODUCT DELIVERY** Location: Gila County Shop, 1400 East Ash Street, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

Exhibit "C" Minimum Specifications continued...

- 3.3 **DELIVERY TIME:** Vehicles must be delivered no later than 10 weeks of receipt by Vendor of County Purchase Order. Failure to provide delivery within this time period may result in termination of this contract and award to the next lowest, responsible bidder.
- 3.4 Vendor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST

PURPOSE

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

CONTACT NUMBER 021616-1 Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Vendor:
Sun Country Truck Equipment INC
4245 E Superior Phoenix, AZ 85040
(602) 438-4956
2. Has Vendor (under its present or any previous name) ever failed to complete a contract?
_____ Yes X No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.
3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? _____ Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5. Vendor must also provide at least the following information:
 - a. A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - b. Gila County reserves the right to request additional information.

Berney Kullos
Signature of Authorized Person to Sign

Berney Kullos
Printed Name

Fleet Manager
Title

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

PRICE SHEET

Complete and return this form for the total price being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this bid pricing page.

DESCRIPTION: Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV (Build Sheet Must Accompany Bid)

Vehicle Year, Make, & Model: 2016 Chevrolet Tahoe 5W4 CK10706

MINIMUM SPECIFICATIONS Purchase Up to five New, Full Size, 4 Door, 4x4, SSV	MEETS MINIMUM SPECIFICATIONS YES NO
Exterior: Solid White	X
Interior: Light Color	X
Cloth Covered Front Buckets Seats without Console	X
Vinyl Covered Rear Bench Seat	X
Power Features: Door Locks	X
Windows	X
Mirrors	X
Driver Seat	X
Steering	X
Keyless Entry	X
Cruise Control	X
Tilt Steering Wheel	X
AM FM Clock (CD) Radio Stereo	X
6 Cylinder Gas Engine	X
4 Wheel Drive 4x4	X
Automatic Transmission	X
Locking Differential	X
Air Conditioning – in Front and Rear	X
Deep Tinted Windows	X
Front Tow Hooks	X
Trailer Tow Package with Receiver Hitch	X
Skid Plate Package	X
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)	P265/70R17 AT LT Tires N/A
SUB – TOTAL AMOUNT	\$34,982. ⁹⁹
OTHER COSTS	\$ 5. ⁰⁰ Tire Tax
8.3% + 30⁰⁰ SALES TAX	\$ 2,933. ⁵⁸
TOTAL AMOUNT OF DELIVERED VEHICLE	\$37,921. ⁵⁷

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: 60-90 Days ARD

Vendor Name: Courtesy Chevrolet **Vendor Phone Number:** 602 604 3040

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

PRICE SHEET

Complete and return this form for the total price being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this bid pricing page.

DESCRIPTION: Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV (Build Sheet Must Accompany Bid)

Vehicle Year, Make, & Model: 2016 Chevrolet Tahoe 5W4 CK10706

MINIMUM SPECIFICATIONS Purchase Up to five New, Full Size, 4 Door, 4x4, SSV	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: Solid White	X	
Interior: Light Color	X	
Cloth Covered Front Buckets Seats without Console	X	
Vinyl Covered Rear Bench Seat	X	
Power Features: Door Locks	X	
Windows	X	
Mirrors	X	
Driver Seat	X	
Steering	X	
Keyless Entry	X	
Cruise Control	X	
Tilt Steering Wheel	X	
AM FM Clock (CD) Radio Stereo	X	
6 Cylinder Gas Engine	X	
4 Wheel Drive 4x4	X	
Automatic Transmission	X	
Locking Differential	X	
Air Conditioning – in Front and Rear	X	
Deep Tinted Windows	X	
Front Tow Hooks	X	
Trailer Tow Package with Receiver Hitch	X	
Skid Plate Package	X	
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)	P265/70R17 AT	LT Tires N/A
SUB – TOTAL AMOUNT	\$ 34,982. ⁹⁹	
OTHER COSTS	\$ 5. ⁰⁰	Tire Tax
8.3% + 30 ⁰⁰ SALES TAX	\$ 2,983. ⁵⁸	
TOTAL AMOUNT OF DELIVERED VEHICLE	\$ 37,921. ⁵⁷	

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ

Date of Delivery: 60-90 Days ARO

Vendor Name: Courtesy Chevrolet

Vendor Phone Number: 602 604 3040

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

PRICE SHEET

Complete and return this form for the total price being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this bid pricing page.

DESCRIPTION: Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV (Build Sheet Must Accompany Bid)

Vehicle Year, Make, & Model: 2016 Chevrolet Tahoe 5W4 CK10706

MINIMUM SPECIFICATIONS Purchase Up to five New, Full Size, 4 Door, 4x4, SSV	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: Solid White	X	
Interior: Light Color	X	
Cloth Covered Front Buckets Seats without Console	X	
Vinyl Covered Rear Bench Seat	X	
Power Features: Door Locks	X	
Windows	X	
Mirrors	X	
Driver Seat	X	
Steering	X	
Keyless Entry	X	
Cruise Control	X	
Tilt Steering Wheel	X	
AM FM Clock (CD) Radio Stereo	X	
6 Cylinder Gas Engine	X	
4 Wheel Drive 4x4	X	
Automatic Transmission	X	
Locking Differential	X	
Air Conditioning – in Front and Rear	X	
Deep Tinted Windows	X	
Front Tow Hooks	X	
Trailer Tow Package with Receiver Hitch	X	
Skid Plate Package	X	
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)	P265/70R 17 AT	LT Tires N/A
SUB – TOTAL AMOUNT	\$ 34,982.92	
OTHER COSTS	\$ 5.00	Tire Tax
SALES TAX	\$ 2,933.57	
TOTAL AMOUNT OF DELIVERED VEHICLE	\$ 37,921.57	

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: 60-90 Days ARO

Vendor Name: Courtesy Chevrolet **Vendor Phone Number:** 602 604 3040

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

PRICE SHEET

Complete and return this form for the total price being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this bid pricing page.

DESCRIPTION: Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV (Build Sheet Must Accompany Bid)

Vehicle Year, Make, & Model: 2016 Chevrolet Tahoe 5W4 CK10706

MINIMUM SPECIFICATIONS Purchase Up to five New, Full Size, 4 Door, 4x4, SSV	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: Solid White	X	
Interior: Light Color	X	
Cloth Covered Front Buckets Seats without Console	X	
Vinyl Covered Rear Bench Seat	X	
Power Features: Door Locks	X	
Windows	X	
Mirrors	X	
Driver Seat	X	
Steering	X	
Keyless Entry	X	
Cruise Control	X	
Tilt Steering Wheel	X	
AM FM Clock (CD) Radio Stereo	X	
6 Cylinder Gas Engine	X	
4 Wheel Drive 4x4	X	
Automatic Transmission	X	
Locking Differential	X	
Air Conditioning – in Front and Rear	X	
Deep Tinted Windows	X	
Front Tow Hooks	X	
Trailer Tow Package with Receiver Hitch	X	
Skid Plate Package	X	
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)	P265/70R17 AT	LT Tires N/A
SUB – TOTAL AMOUNT	\$ 34,982.99	
OTHER COSTS	\$ 5.00	Tire Tax
SALES TAX	\$ 2,933.58	
TOTAL AMOUNT OF DELIVERED VEHICLE	\$ 37,921.57	

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: 60-90 Days ARO

Vendor Name: Courtesy Chevrolet

Vendor Phone Number: 602 604 3040

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

PRICE SHEET

Complete and return this form for the total price being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this bid pricing page.

DESCRIPTION: Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV (Build Sheet Must Accompany Bid)

Vehicle Year, Make, & Model: 2016 Chevrolet Tahoe 564 CK10706

MINIMUM SPECIFICATIONS Purchase Up to five New, Full Size, 4 Door, 4x4, SSV	MEETS MINIMUM SPECIFICATIONS <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
Exterior: Solid White	<input checked="" type="checkbox"/>	
Interior: Light Color	<input checked="" type="checkbox"/>	
Cloth Covered Front Buckets Seats without Console	<input checked="" type="checkbox"/>	
Vinyl Covered Rear Bench Seat	<input checked="" type="checkbox"/>	
Power Features: Door Locks	<input checked="" type="checkbox"/>	
Windows	<input checked="" type="checkbox"/>	
Mirrors	<input checked="" type="checkbox"/>	
Driver Seat	<input checked="" type="checkbox"/>	
Steering	<input checked="" type="checkbox"/>	
Keyless Entry	<input checked="" type="checkbox"/>	
Cruise Control	<input checked="" type="checkbox"/>	
Tilt Steering Wheel	<input checked="" type="checkbox"/>	
AM FM Clock (CD) Radio Stereo	<input checked="" type="checkbox"/>	
6 Cylinder Gas Engine	<input checked="" type="checkbox"/>	
4 Wheel Drive 4x4	<input checked="" type="checkbox"/>	
Automatic Transmission	<input checked="" type="checkbox"/>	
Locking Differential	<input checked="" type="checkbox"/>	
Air Conditioning – in Front and Rear	<input checked="" type="checkbox"/>	
Deep Tinted Windows	<input checked="" type="checkbox"/>	
Front Tow Hooks	<input checked="" type="checkbox"/>	
Trailer Tow Package with Receiver Hitch	<input checked="" type="checkbox"/>	
Skid Plate Package	<input checked="" type="checkbox"/>	
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)	<input checked="" type="checkbox"/>	P265/70R17 AT LT Tires N/A
SUB – TOTAL AMOUNT	\$ 34,982. ⁹⁹	
OTHER COSTS	\$ 5. ⁰⁰	Time Tax
8.3% + 30⁰⁰ SALES TAX	\$ 2,933. ⁵⁸	
TOTAL AMOUNT OF DELIVERED VEHICLE	\$ 37,921. ⁵⁷	

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: 60-90 Days ARO

Vendor Name: Courtesy Chevrolet

Vendor Phone Number: 602 604 3040

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

AFFIDAVIT BY VENDOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)

)ss

COUNTY OF:)

Bernay Kullos

(Name of Individual) being first duly sworn, deposes and says:

That he is

Fleet Manager
(Title)

of Courtesy Chevrolet
(Name of Business)

and

That he is bidding on Gila County Bid No. 021616-1 - Up to Five (5) New Full Size 4 Door 4x4 SSV
and,

That neither he nor anyone associated with the said

Courtesy Chevrolet

(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise
taken any action in restraint of free competitive bidding in connection with the above mentioned
project.

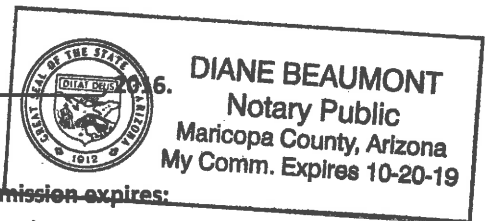
Courtesy Chevrolet
Name of Business

Bernay Kullos
By Bernay Kullos

Fleet Manager
Title

Subscribed and sworn to before me this 31st day of March

Notary Public



My Commission expires:

10/20/2019

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Vendor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Vendor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Vendor shall further ensure that each subcontractor who performs any work for Vendor under this contract likewise complies with the State and Federal Immigration Laws.


County shall have the right at any time to inspect the books and records of Vendor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Vendor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Vendor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Vendor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

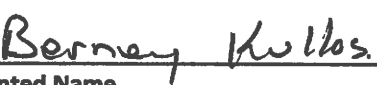
Vendor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

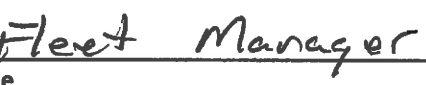
Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.



Signature of Authorized Representative



Printed Name



Title

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed, executed, and submitted with this IFB. If bidder fails to complete or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED AND EXECUTED

QUALIFICATION & CERTIFICATION FORM

X

PRICE SHEETS

X

NO COLLUSION AFFIDAVIT

X

LEGAL ARIZONA WORKS ACT COMPLIANCE

X

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

X

OFFER PAGE

X

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Date	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Signed and dated this 31 day of March, 2016

Courtesy Chevrolet

VENDOR:

Benny Kullas.

BY: (Signature)

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 021616-1 Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV.** All bids shall be filed with the Gila County Finance Department at the Guerrero Complex, 1400 E. Ash St., Globe, AZ on or before April 04, 2016, 4:00 PM.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Invitation for bids.

Signature also certifies the Vendors bid is genuine, and is not in any way collusive or a sham; that the bid is not made with the intent to restrict or prohibit competition; that the Vendor submitting the bid has not revealed the contents of the bid to, or in any way colluded with, any other Vendor which may compete for the contract; and that no other Vendor which may compete for the contract has revealed the contents of a bid to, or in any way colluded with, the Vendor submitting this bid.

CONTRACT NUMBER: 021616-1 Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

Firm Submitting Bid:

Courtesy Chevrolet
Company Name

1233 E Camelback Rd.
Address

Phoenix AZ 85014
City State Zip

For clarification of this offer, contact:

Name: Berney Kullos.

Phone No.: 602 604 3040

Fax 602 264 9230

Email: b.kullos@houseofcourtesy.com

Berney Kullos.
Signature of Authorized Person to Sign

Berney Kullos.
Printed Name

Fleet Manager
Title

Bid must be signed by a duly authorized officer(s) eligible to sign contract documents for the Firm.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Vendor Courtesy Chevrolet is now bound to provide the materials or services listed in Invitation for Bid No.: 021616-1 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County entity.

The contract shall henceforth be referenced to as Contract No. 021616-1. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this _____ day of _____, 2016

GILA COUNTY BOARD OF SUPERVISORS:

Michael A. Pastor, Chairman, Board of Supervisors

ATTEST:

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

SELECTED MODEL & OPTIONS

SELECTED MODEL - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

<u>Code</u>	<u>Description</u>
CK15706	2016 Chevrolet Tahoe 4WD 4dr Commercial

SELECTED VEHICLE COLORS - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

<u>Code</u>	<u>Description</u>
-	Interior: No color has been selected.
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

SELECTED OPTIONS - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

CATEGORY

<u>Code</u>	<u>Description</u>
SUSPENSION PKG	
ZW7	SUSPENSION PACKAGE, PREMIUM SMOOTH RIDE (STD) (Not available with (NHT) Max Trailering Package.)
EMISSIONS	
FE9	EMISSIONS, FEDERAL REQUIREMENTS
ENGINE	
L83	ENGINE, 5.3L ECOTEC3 V8 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJECTION AND VARIABLE VALVE TIMING includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm) (STD)
TRANSMISSION	
MYC	TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED with overdrive and tow/haul mode (STD)
AXLE	
GU4	REAR AXLE, 3.08 RATIO (Not available with (NHT) Max Trailering Package.)
PREFERRED EQUIPMENT GROUP	
1FL	COMMERCIAL PREFERRED EQUIPMENT GROUP Includes Standard Equipment *CREDIT*
WHEEL TYPE	
RD6	WHEELS, 17" X 8" (43.2 CM X 20.3 CM) PAINTED STEEL (STD)
TIRES	
RC3	TIRES, P265/70R17 ALL-TERRAIN, BLACKWALL (STD)
SPARE TIRE	
RC4	TIRE, SPARE P265/70R17 ALL-SEASON, BLACKWALL (STD)
PAINT SCHEME	
ZY1	PAINT SCHEME, SOLID APPLICATION
PAINT	
GAZ	SUMMIT WHITE
SEAT TYPE	

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

CATEGORY

<u>Code</u>	<u>Description</u>
SEAT TYPE	
AZ3	SEATING, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER includes 6-way power driver and 2-way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage, storage compartments in seat cushion (includes auxiliary power outlet), adjustable outboard head restraints and storage pockets (With vinyl, does not include (AG1) Driver 6-way power seat adjuster or (AG2) Front passenger 6-way power adjuster.) (STD)
SEAT TRIM	
H0U	JET BLACK, CLOTH SEAT TRIM
RADIO	
IO3	AUDIO SYSTEM, AM/FM STEREO WITH CD PLAYER AND AUXILIARY INPUT JACK includes USB port (STD)
GVWR	
C6A	GVWR, 7300 LBS. (3311 KG) (Requires 4WD model.)
ADDITIONAL EQUIPMENT	
5W4	IDENTIFIER FOR SPECIAL SERVICE VEHICLE (Must be specified.)
NQH	TRANSFER CASE, ACTIVE, 2-SPEED ELECTRONIC AUTOTRAC with rotary controls, includes neutral position for dinghy towing (Requires 4WD model. Included with (9C1) Police Vehicle, (5W4) Special Service Vehicle and (NHT) Maximum Trailering Package.)
NZZ	FRONT UNDERBODY SHIELD (Requires 4WD models and a Fleet or Government sales order type. Included with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
K4B	BATTERY, AUXILIARY, 730 CCA
—	POWER SUPPLY, 100-AMP, AUXILIARY BATTERY, REAR ELECTRICAL CENTER (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)
—	POWER SUPPLY, 50-AMP, POWER SUPPLY, AUXILIARY BATTERY passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)
—	POWER SUPPLY, 120-AMP, (4) 30-AMP CIRCUIT, PRIMARY BATTERY relay controlled, passenger compartment harness wiring (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)
KW7	ALTERNATOR, 170 AMPS, HIGH OUTPUT (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)
—	LUGGAGE RACK, DELETE (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)
—	EXTERIOR ORNAMENTATION DELETE (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)
—	DOOR HANDLES, BODY-COLOR (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)
UN9	RADIO SUPPRESSION PACKAGE, WITH GROUND STRAPS (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

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Customer File:

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

CATEGORY

<u>Code</u>	<u>Description</u>
ADDITIONAL EQUIPMENT	
ATD	SEAT DELETE, THIRD ROW PASSENGER (Deletes rear storage compartment.) (Included with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) *CREDIT*
—	INSTRUMENTATION, ANALOG with certified 140 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)
—	KEY, 2-SIDED (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)
—	THEFT-DETERRENT SYSTEM, VEHICLE, PASS-KEY III (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)
—	POWER OUTLETS, 4 AUXILIARY, 12-VOLT includes 1 on the instrument panel, 1 in armrest, and 2 in the cargo area (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
UE0	ONSTAR, DELETE (Requires a Fleet or Government sales order type. With (9C1) Police Vehicle or (5W4) Special Service Vehicle (UPF) Bluetooth for phone is deleted when ordered.) *CREDIT*
R9Y	FLEET FREE MAINTENANCE CREDIT This option code provides a credit in lieu of the free oil changes, tire rotations and inspections (2 maximum), during the first 24 months and 24,000 miles period for this ordered vehicle. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet or Government order types: FBC, FBN, FCA, FCN, FLS, FNR, FRC or FGO. Not available with FDR order types.)
SPECIAL EQUIPMENT OPTIONS	
5T5	SEATS, 2ND AND 3RD ROW VINYL WITH FRONT CLOTH SEATS Provides vinyl second and third row seats and cloth front seats (Requires interior trim (HOU) Jet Black and RPO (AZ3) front 40/20/40 split-bench seat.)
9U3	SEATS, DRIVER AND PASSENGER FRONT INDIVIDUAL SEATS IN CLOTH TRIM Power driver and passenger bucket seats in base cloth trim. Derived from RPO (AZ3) 40-20-40 split bench seat with the 20% section removed. Does not include a floor console. All exposed floor area will remain untrimmed. (Requires (AZ3) 40/20/40 split bench seat, trim code (H0U) Jet Black cloth.)
VPV	SHIP THRU, PRODUCED IN ARLINGTON ASSEMBLY and shipped to Kerr Industries and onto Arlington Assembly

OPTIONS TOTAL

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Customer File:

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

ENTERTAINMENT

- Audio system, AM/FM stereo with CD player and auxiliary input jack includes USB port
- Audio system feature, single-slot CD/MP3 player
- Audio system feature, 6-speaker system
- SiriusXM Satellite Radio, delete
- Bluetooth for phone personal cell phone connectivity to vehicle audio system
- OnStar with 4G LTE and built-in Wi-Fi hotspot to connect to the internet at 4G LTE speeds, includes 3GB or 3 months OnStar Data Trial (whichever comes first) (Requires (UE1) OnStar Guidance plan. Available 4G LTE Wi-Fi requires compatible mobile device, active OnStar subscription and data plan after trial)

EXTERIOR

- Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel
- Tires, P265/70R17 all-terrain, blackwall
- Tire, spare P265/70R17 all-season, blackwall
- Wheel, full-size spare, 17" (43.2 cm) steel
- Tire carrier, lockable outside spare, winch-type mounted under frame at rear
- Fascia, front body-color
- Fascia, rear color-keyed
- Assist steps, Black (Deleted when (RVQ) Assist step kit, Black, LPO or (VXH) Assist step kit, Chrome, LPO are ordered.)
- Daytime Running Lamps, with automatic exterior lamp control
- Mirrors, outside heated power-adjustable, manual-folding and color keyed driver mirror includes spotter mirror
- Glass, deep-tinted (With (9C1) Police Vehicle or (5W4) Special Service Vehicle includes all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)
- Wipers, front intermittent, Rainsense
- Wiper, rear intermittent with washer
- Liftgate, rear manual

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Customer File:

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

INTERIOR

- Seating, front 40/20/40 split-bench, 3-passenger includes 6-way power driver and 2-way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage, storage compartments in seat cushion (includes auxiliary power outlet), adjustable outboard head restraints and storage pockets (With vinyl, does not include (AG1) Driver 6-way power seat adjuster or (AG2) Front passenger 6-way power adjuster.)
- Seat trim, cloth
- Seat adjuster, driver power, multidirectional (Included and only available with (AZ3) 40/20/40 split-bench front seat.)
- Seat adjuster, front passenger 6-way power
- Seats, second row 60/40 split-folding bench, manual
- Seat, third row manual 60/40 split-folding bench, fold flat
- Floor covering, Black rubberized-vinyl
- Steering column, Tilt-Wheel
- Steering wheel, urethane
- Steering wheel controls, mounted cruise controls
- Display, driver instrument information enhanced, one color
- Warning tones headlamp on, key-in-ignition, driver and right-front passenger safety belt unfasten and turn signal on
- Door locks, power programmable with lockout protection (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, Auto Lockout is disabled on Driver door.)
- Remote Keyless Entry, extended-range
- Windows, power, with Express-Down and Express-Up on front doors and lock out features
- Cruise control, electronic with set and resume speed
- Climate control, tri-zone automatic with individual climate settings for driver, right-front passenger and rear passengers (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, includes dual-zone automatic, front and rear air conditioning electronic controls)
- Defogger, rear-window electric
- Power outlet, 110-volt
- Mirror, inside rearview manual day/night
- Conversation mirror
- Assist handles, all seats (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, front passenger assist handle is removed when (7X7) Spot lamps are ordered.)
- Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. With (9C1) Police Vehicle or (5W4) Special Service Vehicle, interior lighting includes dome light, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions
- Cargo management system
- Cargo net
- OnStar Basic plan for 5 years including limited RemoteLink mobile app services, Advanced Diagnostics and Dealer Maintenance Notification (Basic Plan available for 5 years from the date of vehicle delivery, and is transferable. Does not include Emergency, Security or Navigation services.)

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Customer File:

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

MECHANICAL

- Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm)
- Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode
- Rear axle, 3.08 ratio (Not available with (NHT) Max Trailering Package.)
- Suspension Package, Premium Smooth Ride (Not available with (NHT) Max Trailering Package.)
- GVWR, 7300 lbs. (3311 kg) (Requires 4WD model.)
- E85 FlexFuel capable
- Transfer case, active, single-speed, electronic Autotrac with rotary controls, does not include neutral. Cannot be dinghy towed (Requires 4WD model. Not available with (NHT) Max Trailering Package.)
- Differential, heavy-duty locking rear
- 4-wheel drive
- Air cleaner, high-capacity
- Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator (With (9C1) Police Vehicle or (5W4) Special Service Vehicle includes heavy-duty oil-to-coolant integral to driver-side of radiator.)
- Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
- Battery, 720 cold-cranking amps with 80 amp hour rating
- Alternator, 150 amps
- Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way sealed connector and 2" trailering receiver
- Recovery hooks, 2 front, frame-mounted, Black
- Suspension, front coil-over-shock with stabilizer bar
- Suspension, rear multi-link with coil springs
- Steering, power

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Customer File:

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

SAFETY

- Brakes, 4-wheel antilock, 4-wheel disc, VAC power
- StabiliTrak, stability control system with brake assist, includes traction control
- Air bags, frontal and side-impact for driver and front passenger and head curtain side-impact for all rows in outboard seating positions (Included and only available with (AZ3) 40/20/40 split-bench front seat. With (9C1) Police Vehicle or (5W4) Special Service Vehicle requires (AZ3) 40/20/40 split-bench front seat and (9U3) SEO front center seat (20% seat) delete. Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Automatic Occupant Sensing System sensor indicator inflatable restraint, front passenger/child presence detector
- OnStar Guidance Plan for 6 months including Automatic Crash Response, Stolen Vehicle Assistance, Roadside Assistance, Turn-by-Turn Navigation, Advanced Diagnostics and more (trial excludes Hands-Free Calling) (Visit www.onstar.com for coverage map, details and system limitations. Services may vary by model and conditions.)
- Rear Park Assist with audible warning
- Rear Vision Camera
- LATCH system (Lower Anchors and Top tethers for Children), for child safety seats; lower anchors and top tethers located in all second row seating positions, top tethers located in third row seating positions
- Tire Pressure Monitor System air pressure sensors in each tire with pressure display in Driver Information Center
- Theft deterrent, electrical, unauthorized entry

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 431.0, Data updated 3/22/2016
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Customer File:

GILA COUNTY
NOTICE OF INVITATION FOR BID

BID NO. 021616-1

UP TO FIVE (5) NEW FULL SIZE 4 DOOR 4X4 SSV



BOARD OF SUPERVISORS
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
John D. Marcanti, Member

COUNTY MANAGER
Don E. McDaniel Jr.



**GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID**

1400 E. Ash Street
Globe, Arizona
85501

**SOLICITATION NUMBER
021616-1**

BID DUE DATE: Monday, April 04, 2016

TIME: 4:00 PM

DESCRIPTION: Purchase up to Five (5) New Full Size 4 Door 4X4 SSV

**Bid Opening Location: GILA COUNTY FINANCE DEPARTMENT
ATTN: JEANNIE SGROI
GUERRERO COMPLEX
1400 EAST ASH STREET, GLOBE, ARIZONA 85501**

Bid Submittal Location: GILA COUNTY FINANCE DEPARTMENT, 1400 E. Ash St., Globe, AZ 85501

In accordance with A.R.S. §41-2533, Invitation for Bid for the materials and services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents contact the Procurement Group at (928) 402-8612 or click on the following link to the County website . http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php

Additional instructions for preparing a bid are provided on pages 4-6 of the bid documents to Offerors as contained within the solicitation.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

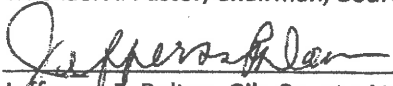
Arizona Silver Belt advertisement dates: March 23, 2016 and March 30, 2016

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Fleet Management
Type of contract: Term
Term of Contract: Twelve Months
Phone Number: (928) 200-1580

Signed: 
Michael A. Pastor, Chairman, Board of Supervisors

Date: 3-15-16

Signed: 
Jefferson R. Dalton, Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Date: 3-15-16

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BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

GENERAL SCOPE

It is the intent of this solicitation to award a contract for the purchase of up to Five (5) New Full Size 4 Door 4x4 SSV, for Gila County.

The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: **Exhibit "C" Pages 11-12, and Pages 14-18 as specified on Price Sheet for total price being proposed.**

Vendors who agree to provide the Minimum Bid Specifications for this Invitation for Bid shall be considered for award.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

INSTRUCTIONS TO VENDORS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO VENDORS AND EXHIBIT "B", VENDORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO VENDORS

Preparation of Sealed Bid

- A. Sealed Bids will be received by the Gila County Finance Department, from vendors, to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed bids only from qualified, experienced vendors able to provide services which are, in all respects, responsive to the specifications. All bids shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.
- B. Before submitting its bid, each vendor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a bid will constitute a representation of compliance by the vendor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Vendors must complete all forms provided in this Invitation for Bid package in full, original signature in ink, by the person(s) authorized to sign the Bid and to be submitted at the time of bid, and made a part of this contract. The County will use the Bid, and Qualification and Certification Form, in evaluating the capacity of vendor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Vendor to complete and submit the Price Sheet and Signature and Offer Page at time and place of opening may be grounds for automatic disqualification of the vendor(s) from further consideration.
- D. The names of all persons authorized to sign the Bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Invitation for Bids shall be listed on the Bid.
- F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the vendor; if initialed, the County may require the vendor to identify any alteration so initialed.

Amendments

Any addendum issued as a result of any change in this Invitation for Bids must be acknowledged by all Vendors in the following manner:

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

Instructions to Vendors continued...

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 21.

Failure to indicate receipt of addenda in the above manner may result in a bid being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "Not Applicable" in the space provided under #1. The Vendor Checklist & Addenda Acknowledgment form must be signed and dated.

Inquiries

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to an Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Bid and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Late Bids

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

Submittal Bid Format:

It is requested that One (1) Original and One (1) copy (2 TOTAL) with original signatures on both sets of the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page shall be submitted on the forms and in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of Bid, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid. Delivery charges may differentiate depending on geographical location.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

Instructions to Vendors continued...

2. Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipts of Bids.
3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Bid deadline.

All bids shall be submitted in a sealed envelope:

- Minimum of Two (2) copies with original signatures shall be provided by the Vendor;
- The words "Invitation for Bid" with Title "Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV", "Bid No. 021616-1", "April 04, 2016" and "4:00 PM" shall be written on the face of the envelope;
- The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
 - a. Notwithstanding any or other provisions of the Bid, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all Bids; or portions thereof; or
 3. Reissue a Request for Bid.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Bid of any Vendor(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Invitation for Bids will be reviewed by the Gila County Board of Supervisors.
5. Those Vendor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Bids are most advantageous to the County may be invited to appear before the Board for an oral review.
6. The apparent successful Vendor(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other Vendors who have submitted a bid under this IFB have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

General Terms & Conditions continued...

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Firm shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Firm. The Firm shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

EXHIBIT "B" CONTRACT AWARD AGREEMENT

This exhibit shall serve as the contract agreement to any Vendor, their agents, subcontractors or representatives, awarded this or any portion of this contract by the County, by submitting Bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 22, Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form page 13. This Contract shall include the Invitation for Bids No. 021616-1 and all exhibits attached to it, including but not limited to the Qualification and Certification Form, Price Sheets, No Collusion Affidavit, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page which are all incorporated into this agreement by this reference.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Vendor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Invitation for Bids No. 021616-1, issued by the County, and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB which is incorporated by this reference into this agreement. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements. The Contract shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension or debarment of the Vendor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Vendor.

Contract Default

- A. The County, by written notice of default to the Vendor, may terminate the whole or any part of this contract in any one of the following circumstances:

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

Exhibit "B" Contract Award Agreement continued...

1. If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or
 2. If the Vendor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Vendor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Costs and Payments

Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Vendor shall submit a complete and accurate invoice for payment.

IRS W9 Form: In order to receive payment the Vendor shall have a current IRS W9 Form on file with the County unless not required by law.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The vendor(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the vendor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Vendor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

The County, with or without cause, may terminate this contract at any time, or by giving **thirty (30)** days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of the Vendor(s) to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Vendor for acting or failing to act as in any of the following:

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

Exhibit "B" Contract Award Agreement continued...

1. In the opinion of the County, the Vendor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
2. In the opinion of the County, the Vendor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Vendor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the County, the Vendor fails to make progress in the performance of the requirements of the contract or give the County a positive indication that Vendor will not, or cannot, perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Vendor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

General

After receipt of all bids, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned bids, unacknowledged Addenda, incomplete bids, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 021616-1

Purpose: It is the intent of Gila County to establish, by this Invitation for Bids, a contract to purchase up to Five (5) New Full Size 4 Door 4x4 SSV. This Invitation for Bid No. 021616-1 including the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Checklist and Addenda Acknowledgment Form, and Offer Page constitutes the entire Bid package and by this reference is hereby incorporated into this agreement.

Note: This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is NOT intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

SECTION 1.0

General:

- 1.1 All product specifications are minimum. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing or stock facilities to serve the needs of Gila County.
- 1.3 All bids must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the bid. The County does not guarantee any maximum or minimum amounts of purchase.

SECTION 2.0

Bid Pricing:

- 2.1 The Vendor shall submit the bid in the form of a firm unit price for the contract period. Initial contract period is twelve (12) months. Vendor shall incorporate all freight, profit, and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Vendor's or Gila County's discovery of any such price reduction.
- 2.2 **The term of the contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, cancelled or extended as otherwise provided herein.**

SECTION 3.0

Ordering and Delivery:

- 3.1 **ORDERING:** Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 **PRODUCT DELIVERY** Location: Gila County Shop, 1400 East Ash Street, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

BID NO. 021616-1

Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

Exhibit "C" Minimum Specifications continued...

- 3.3 DELIVERY TIME: Vehicles must be delivered no later than 10 weeks of receipt by Vendor of County Purchase Order. Failure to provide delivery within this time period may result in termination of this contract and award to the next lowest, responsible bidder.
- 3.4 Vendor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST

PURPOSE

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

CONTACT NUMBER 021616-1 Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Vendor:
Midway Chevrolet (Gregg Ball)
2323 W. Bell Rd. Phoenix Arizona 85023
602-760-3352
2. Has Vendor (under its present or any previous name) ever failed to complete a contract? _____ Yes X No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.
3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? _____ Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5. Vendor must also provide at least the following information:
 - a. A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - b. Gila County reserves the right to request additional information.

Signature of Authorized Person to Sign

Gregg Ball

Printed Name

Fleet Manager

Title

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

PRICE SHEET

Complete and return this form for the total price being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this bid pricing page.

DESCRIPTION: Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV (Build Sheet Must Accompany Bid)

Vehicle Year, Make, & Model: 2016 Chevrolet Tahoe SSV CK15706

MINIMUM SPECIFICATIONS Purchase Up to five New, Full Size, 4 Door, 4x4, SSV	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: Solid White	x	
Interior: Light Color		x
Cloth Covered Front Buckets Seats without Console	x	
Vinyl Covered Rear Bench Seat	x	
Power Features: Door Locks	x	
Windows	x	
Mirrors	x	
Driver Seat	x	
Steering	x	
Keyless Entry	x	
Cruise Control	x	
Tilt Steering Wheel	x	
AM FM Clock (CD) Radio Stereo	x	
6 Cylinder Gas Engine		5.3V-8
4 Wheel Drive 4x4	x	
Automatic Transmission	x	
Locking Differential	x	
Air Conditioning – in Front and Rear	x	
Deep Tinted Windows	x	
Front Tow Hooks	x	
Trailer Tow Package with Receiver Hitch	x	
Skid Plate Package	x	
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)	x	
SUB – TOTAL AMOUNT	\$ 35,232.79	
OTHER COSTS	\$ None	
SALES TAX	\$ 2954.33	
TOTAL AMOUNT OF DELIVERED VEHICLE	\$ 38,187.12	

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: 90 Days from order date

Bid good through 2016 David Schalle

Vendor Name: Midway Chevrolet

Vendor Phone Number: 602-760-3352

**AFFIDAVIT BY VENDOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

19

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Vendor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Vendor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Vendor shall further ensure that each subcontractor who performs any work for Vendor under this contract likewise complies with the State and Federal Immigration Laws.

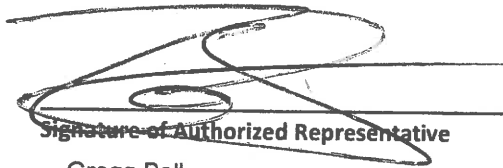
County shall have the right at any time to inspect the books and records of Vendor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Vendor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Vendor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Vendor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

Vendor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.



Signature of Authorized Representative
Gregg Ball

Printed Name
Fleet Manager

Title

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed, executed, and submitted with this IFB. If bidder fails to complete or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED AND EXECUTED

QUALIFICATION & CERTIFICATION FORM

✓

PRICE SHEETS

✓

NO COLLUSION AFFIDAVIT

✓

LEGAL ARIZONA WORKS ACT COMPLIANCE

✓

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

✓

OFFER PAGE

✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this 3 day of 30, 2016


VENDOR:


BY: (Signature)

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 021616-1 Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV.** All bids shall be filed with the Gila County Finance Department at the Guerrero Complex, 1400 E. Ash St., Globe, AZ on or before April 04, 2016, 4:00 PM.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Invitation for bids.

Signature also certifies the Vendors bid is genuine, and is not in any way collusive or a sham; that the bid is not made with the intent to restrict or prohibit competition; that the Vendor submitting the bid has not revealed the contents of the bid to, or in any way colluded with, any other Vendor which may compete for the contract; and that no other Vendor which may compete for the contract has revealed the contents of a bid to, or in any way colluded with, the Vendor submitting this bid.

CONTRACT NUMBER: 021616-1 Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

Firm Submitting Bid:

Midway Chevrolet

Company Name

2323 W. Bell Rd.

Address

Phoenix Az 85023

City State Zip

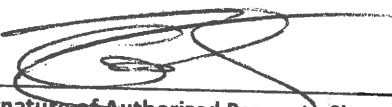
For clarification of this offer, contact:

Name: Gregg Ball

Phone No.: 602-760-3352

Fax 602-760-3377

Email: gball@vtaig.com



Signature of Authorized Person to Sign
Gregg Ball

Printed Name

Fleet Manager

Title

Bid must be signed by a duly authorized officer(s) eligible to sign contract documents for the Firm.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Vendor _____ is now bound to provide the materials or services listed in Invitation for Bid No.: 021616-1 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County entity.

The contract shall henceforth be referenced to as **Contract No. 021616-1**. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this _____ day of _____, 2016

GILA COUNTY BOARD OF SUPERVISORS:

Michael A. Pastor, Chairman, Board of Supervisors

ATTEST:

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

**Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney**

Prepared By:

Gregg Ball

Midway Chevrolet Nissan Isuzu

2323 West Bell Road

Phoenix, AZ 85023

Phone: (602) 733-2251

Fax: (602) 760-3377

Email: gball@vtaig.com

2016 Chevrolet Tahoe

CK15706 4WD 4dr Commercial

Photo may not represent exact vehicle or selected equipment.

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2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

SELECTED MODEL & OPTIONS

SELECTED MODEL - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

<u>Code</u>	<u>Description</u>
CK15706	2016 Chevrolet Tahoe 4WD 4dr Commercial

SELECTED VEHICLE COLORS - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

<u>Code</u>	<u>Description</u>
-	Interior: No color has been selected.
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

SELECTED OPTIONS - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

CATEGORY

<u>Code</u>	<u>Description</u>
SUSPENSION PKG	
ZW7	SUSPENSION PACKAGE, PREMIUM SMOOTH RIDE (STD) (Not available with (NHT) Max Trailering Package.)
EMISSIONS	
FE9	EMISSIONS, FEDERAL REQUIREMENTS
ENGINE	
L83	ENGINE, 5.3L ECOTEC3 V8 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJECTION AND VARIABLE VALVE TIMING includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm) (STD)
TRANSMISSION	
MYC	TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED with overdrive and tow/haul mode (STD)
AXLE	
GU4	REAR AXLE, 3.08 RATIO (Not available with (NHT) Max Trailering Package.)
PREFERRED EQUIPMENT GROUP	

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2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

CATEGORY

<u>Code</u>	<u>Description</u>
PREFERRED EQUIPMENT GROUP	
1FL	COMMERCIAL PREFERRED EQUIPMENT GROUP Includes Standard Equipment *CREDIT*
WHEEL TYPE	
RD6	WHEELS, 17" X 8" (43.2 CM X 20.3 CM) PAINTED STEEL (STD)
TIRES	
RC3	TIRES, P265/70R17 ALL-TERRAIN, BLACKWALL (STD)
SPARE TIRE	
RC4	TIRE, SPARE P265/70R17 ALL-SEASON, BLACKWALL (STD)
PAINT SCHEME	
ZY1	PAINT SCHEME, SOLID APPLICATION
PAINT	
GAZ	SUMMIT WHITE
SEAT TYPE	
AZ3	SEATING, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER includes 6-way power driver and 2-way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage, storage compartments in seat cushion (includes auxiliary power outlet), adjustable outboard head restraints and storage pockets (With vinyl, does not include (AG1) Driver 6-way power seat adjuster or (AG2) Front passenger 6-way power adjuster.) (STD)
SEAT TRIM	
H0U	JET BLACK, CLOTH SEAT TRIM
RADIO	
IO3	AUDIO SYSTEM, AM/FM STEREO WITH CD PLAYER AND AUXILIARY INPUT JACK includes USB port (STD)
GVWR	
C6A	GVWR, 7300 LBS. (3311 KG) (Requires 4WD model.)
ADDITIONAL EQUIPMENT	
5W4	IDENTIFIER FOR SPECIAL SERVICE VEHICLE (Must be specified.)

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2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

CATEGORY

<u>Code</u>	<u>Description</u>
ADDITIONAL EQUIPMENT	
NQH	TRANSFER CASE, ACTIVE, 2-SPEED ELECTRONIC AUTOTRAC with rotary controls, includes neutral position for dinghy towing (Requires 4WD model. Included with (9C1) Police Vehicle, (5W4) Special Service Vehicle and (NHT) Maximum Trailering Package.)
NZZ	FRONT UNDERBODY SHIELD (Requires 4WD models and a Fleet or Government sales order type. Included with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
K4B	BATTERY, AUXILIARY, 730 CCA
—	POWER SUPPLY, 100-AMP, AUXILIARY BATTERY, REAR ELECTRICAL CENTER (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)
—	POWER SUPPLY, 50-AMP, POWER SUPPLY, AUXILIARY BATTERY passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)
—	POWER SUPPLY, 120-AMP, (4) 30-AMP CIRCUIT, PRIMARY BATTERY relay controlled, passenger compartment harness wiring (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)
KW7	ALTERNATOR, 170 AMPS, HIGH OUTPUT (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)
V76	RECOVERY HOOKS, 2 FRONT, FRAME-MOUNTED, BLACK (Standard on 4WD Commercial models. Available on 2WD, Police and Special Service models. Required on all models going to Alaska, Guam, Hawaii, Puerto Rico and Virgin Islands.)
—	LUGGAGE RACK, DELETE (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)
—	EXTERIOR ORNAMENTATION DELETE (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)
—	DOOR HANDLES, BODY-COLOR (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)
UN9	RADIO SUPPRESSION PACKAGE, WITH GROUND STRAPS (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

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2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

CATEGORY

<u>Code</u>	<u>Description</u>
--------------------	---------------------------

ADDITIONAL EQUIPMENT

ATD	SEAT DELETE, THIRD ROW PASSENGER (Deletes rear storage compartment.) (Included with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) *CREDIT*
---	INSTRUMENTATION, ANALOG with certified 140 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)
---	KEY, 2-SIDED (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)
---	THEFT-DETERRENT SYSTEM, VEHICLE, PASS-KEY III (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)
---	POWER OUTLETS, 4 AUXILIARY, 12-VOLT includes 1 on the instrument panel, 1 in armrest, and 2 in the cargo area (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
R9Y	FLEET FREE MAINTENANCE CREDIT This option code provides a credit in lieu of the free oil changes, tire rotations and inspections (2 maximum), during the first 24 months and 24,000 miles period for this ordered vehicle. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet or Government order types: FBC, FBN, FCA, FCN, FLS, FNR, FRC or FGO. Not available with FDR order types.)
VQ3	FLEET PROCESSING OPTION

SPECIAL EQUIPMENT OPTIONS

5T5	SEATS, 2ND AND 3RD ROW VINYL WITH FRONT CLOTH SEATS Provides vinyl second and third row seats and cloth front seats (Requires interior trim (HOU) Jet Black and RPO (AZ3) front 40/20/40 split-bench seat.)
-----	--

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2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

CATEGORY

<u>Code</u>	<u>Description</u>
SPECIAL EQUIPMENT OPTIONS	
9U3	SEATS, DRIVER AND PASSENGER FRONT INDIVIDUAL SEATS IN CLOTH TRIM Power driver and passenger bucket seats in base cloth trim. Derived from RPO (AZ3) 40-20-40 split bench seat with the 20% section removed. Does not include a floor console. All exposed floor area will remain untrimmed. (Requires (AZ3) 40/20/40 split bench seat, trim code (H0U) Jet Black cloth.)
VPV	SHIP THRU, PRODUCED IN ARLINGTON ASSEMBLY and shipped to Kerr Industries and onto Arlington Assembly

OPTIONS TOTAL

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2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

ENTERTAINMENT

- Audio system, AM/FM stereo with CD player and auxiliary input jack includes USB port
- Audio system feature, single-slot CD/MP3 player
- Audio system feature, 6-speaker system
- SiriusXM Satellite Radio, delete
- Bluetooth for phone personal cell phone connectivity to vehicle audio system
- OnStar with 4G LTE and built-in Wi-Fi hotspot to connect to the internet at 4G LTE speeds, includes 3GB or 3 months OnStar Data Trial (whichever comes first) (Requires (UE1) OnStar Guidance plan. Available 4G LTE Wi-Fi requires compatible mobile device, active OnStar subscription and data plan after trial)

EXTERIOR

- Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel
- Tires, P265/70R17 all-terrain, blackwall
- Tire, spare P265/70R17 all-season, blackwall
- Wheel, full-size spare, 17" (43.2 cm) steel
- Tire carrier, lockable outside spare, winch-type mounted under frame at rear
- Fascia, front body-color
- Fascia, rear color-keyed
- Assist steps, Black (Deleted when (RVQ) Assist step kit, Black, LPO or (VXH) Assist step kit, Chrome, LPO are ordered.)
- Daytime Running Lamps, with automatic exterior lamp control
- Mirrors, outside heated power-adjustable, manual-folding and color keyed driver mirror includes spotter mirror
- Glass, deep-tinted (With (9C1) Police Vehicle or (5W4) Special Service Vehicle includes all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)
- Wipers, front intermittent, Rainsense
- Wiper, rear intermittent with washer
- Liftgate, rear manual

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2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

INTERIOR

- Seating, front 40/20/40 split-bench, 3-passenger includes 6-way power driver and 2-way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage, storage compartments in seat cushion (includes auxiliary power outlet), adjustable outboard head restraints and storage pockets (With vinyl, does not include (AG1) Driver 6-way power seat adjuster or (AG2) Front passenger 6-way power adjuster.)
- Seat trim, cloth
- Seat adjuster, driver power, multidirectional (Included and only available with (AZ3) 40/20/40 split-bench front seat.)
- Seat adjuster, front passenger 6-way power
- Seats, second row 60/40 split-folding bench, manual
- Seat, third row manual 60/40 split-folding bench, fold flat
- Floor covering, Black rubberized-vinyl
- Steering column, Tilt-Wheel
- Steering wheel, urethane
- Steering wheel controls, mounted cruise controls
- Display, driver instrument information enhanced, one color
- Warning tones headlamp on, key-in-ignition, driver and right-front passenger safety belt unfasten and turn signal on
- Door locks, power programmable with lockout protection (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, Auto Lockout is disabled on Driver door.)
- Remote Keyless Entry, extended-range
- Windows, power, with Express-Down and Express-Up on front doors and lock out features
- Cruise control, electronic with set and resume speed
- Climate control, tri-zone automatic with individual climate settings for driver, right-front passenger and rear passengers (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, includes dual-zone automatic, front and rear air conditioning electronic controls)
- Defogger, rear-window electric
- Power outlet, 110-volt

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2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

- Mirror, inside rearview manual day/night
- Conversation mirror
- Assist handles, all seats (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, front passenger assist handle is removed when (7X7) Spot lamps are ordered.)
- Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. With (9C1) Police Vehicle or (5W4) Special Service Vehicle, interior lighting includes dome light, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions
- Cargo management system
- Cargo net
- OnStar Basic plan for 5 years including limited RemoteLink mobile app services, Advanced Diagnostics and Dealer Maintenance Notification (Basic Plan available for 5 years from the date of vehicle delivery, and is transferable. Does not include Emergency, Security or Navigation services.)

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2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

MECHANICAL

- Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm)
- Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode
- Rear axle, 3.08 ratio (Not available with (NHT) Max Trailering Package.)
- Suspension Package, Premium Smooth Ride (Not available with (NHT) Max Trailering Package.)
- GVWR, 7300 lbs. (3311 kg) (Requires 4WD model.)
- E85 FlexFuel capable
- Transfer case, active, single-speed, electronic Autotrac with rotary controls, does not include neutral. Cannot be dinghy towed (Requires 4WD model. Not available with (NHT) Max Trailering Package.)
- Differential, heavy-duty locking rear
- 4-wheel drive
- Air cleaner, high-capacity
- Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator (With (9C1) Police Vehicle or (5W4) Special Service Vehicle includes heavy-duty oil-to-coolant integral to driver-side of radiator.)
- Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
- Battery, 720 cold-cranking amps with 80 amp hour rating
- Alternator, 150 amps
- Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way sealed connector and 2" trailering receiver
- Recovery hooks, 2 front, frame-mounted, Black
- Suspension, front coil-over-shock with stabilizer bar
- Suspension, rear multi-link with coil springs
- Steering, power

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STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

SAFETY

- Brakes, 4-wheel antilock, 4-wheel disc, VAC power
- StabiliTrak, stability control system with brake assist, includes traction control
- Air bags, frontal and side-impact for driver and front passenger and head curtain side-impact for all rows in outboard seating positions (Included and only available with (AZ3) 40/20/40 split-bench front seat. With (9C1) Police Vehicle or (5W4) Special Service Vehicle requires (AZ3) 40/20/40 split-bench front seat and (9U3) SEO front center seat (20% seat) delete. Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Automatic Occupant Sensing System sensor indicator inflatable restraint, front passenger/child presence detector
- OnStar Guidance Plan for 6 months including Automatic Crash Response, Stolen Vehicle Assistance, Roadside Assistance, Turn-by-Turn Navigation, Advanced Diagnostics and more (trial excludes Hands-Free Calling) (Visit www.onstar.com for coverage map, details and system limitations. Services may vary by model and conditions.)
- Rear Park Assist with audible warning
- Rear Vision Camera
- LATCH system (Lower Anchors and Top tethers for Children), for child safety seats; lower anchors and top tethers located in all second row seating positions, top tethers located in third row seating positions
- Tire Pressure Monitor System air pressure sensors in each tire with pressure display in Driver Information Center
- Theft deterrent, electrical, unauthorized entry

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2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

TECHNICAL SPECIFICATIONS

POWERTRAIN - BASIC SPECIFICATIONS - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

ENGINE

Engine Order Code	L83
Engine Type	Gas/Ethanol V8
Displacement	5.3L/325 CID
SAE Net Horsepower @ RPM	355 @ 5600
SAE Net Torque (lb ft) @ RPM	383 @ 4100

TRANSMISSION

Transmission order code	MYC
Transmission Type Description	* 6-Speed Automatic
Drive Train	Four Wheel Drive

MILEAGE

City EPA fuel economy estimate (MPG)	16.00
Hwy EPA fuel economy estimate (MPG)	22.00
City cruising range (mi)	416.00
Hwy cruising range (mi)	572.00

* Indicates equipment which is in addition to or replaces base model's standard equipment.

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2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

TECHNICAL SPECIFICATIONS

POWERTRAIN - ADVANCED SPECIFICATIONS - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

TRANSMISSION

Gear Ratio (:1)	
First Gear Ratio (:1)	- TBD -
Second Gear Ratio (:1)	- TBD -
Third Gear Ratio (:1)	- TBD -
Fourth Gear Ratio (:1)	- TBD -
Fifth Gear Ratio (:1)	- TBD -
Sixth Gear Ratio (:1)	- TBD -
Reverse Ratio (:1)	- TBD -
Clutch size (in)	
Power Take-Off	

TRANSFER CASE

Transfer case model	N/A
Gear Ratio (:1)	
Transfer case high gear ratio	- TBD -
Transfer case low gear ratio	- TBD -
Transfer case power take off	

DIFFERENTIAL

	Front	Rear
Axle Ratio (:1)	3.08	3.08

ELECTRICAL

Battery	1	2	3	Total
Battery cold cranking Amps @ 0 F	720.00	* 730.00		* 1,450.00
Alternator				
Alternator Amps	* 170.00			

COOLING SYSTEM

Cooling system capacity	- TBD -
Engine oil cooler	

* Indicates equipment which is in addition to or replaces base model's standard equipment.

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Customer File:

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2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

TECHNICAL SPECIFICATIONS

PAYLOAD/TRAILERING SPECIFICATIONS - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

WEIGHT INFORMATION	Front	Rear	Total
Gross Axle Wt Rating (lbs)	3,600.00	4,100.00	
Curb Weight (lbs)	- TBD -	- TBD -	- TBD -
Total Option Weight (lbs)	0.00	0.00	0.00
As Spec'd Curb Weight (lbs)	- TBD -	- TBD -	- TBD -
As spec'd payload (lbs)			- TBD -
Total Weight (lbs)	- TBD -	- TBD -	- TBD -
Reserve Axle Capacity (lbs)	- TBD -	- TBD -	- TBD -
Gross Vehicle Wt Rating (lbs)			7,300.00
Gross Combined Wt Rating (lbs)			- TBD -
TRAILERING	Max Trailer Wt.	Max Tongue Load	
Dead Weight Hitch (lbs)	0.00	0.00	
Weight Distributing Hitch (lbs)	0.00	0.00	
Fifth Wheel Hitch (lbs)			

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2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

TECHNICAL SPECIFICATIONS

CHASSIS SPECIFICATIONS - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

SUSPENSION		Front	Rear	
Spring				
Spring Type		Independent	Multi-Link	
Spring Capacity		- TBD -	- TBD -	
Axle				
Axle Type		Independent	Semi-Floating	
Axle Capacity		3,600.00	4,100.00	
Shock Absorber Diameter (mm)		- TBD -	- TBD -	
Stabilizer Bar Diameter (in)		- TBD -	- TBD -	
BRAKES				
Brake type		Pwr		
ABS System		4-Wheel		
		Front	Rear	
Disc		Yes	Yes	
Rotor Diam x Thickness (in)		- TBD -	- TBD -	
Drum				
Drum Diam x Width (in)				
TIRES		Front	Rear	Spare
Tire Order Code		RC3	RC3	* RC4
Tire Size		P265/70R17	P265/70R17	* P265/70R17
Capacity		- TBD -	- TBD -	- TBD -
Revolutions/Mile @ 45mph		N/A	N/A	N/A
WHEELS		Front	Rear	Spare
Wheel Size		17 x 8.0	17 x 8.0	17 x 7.5
Wheel Type		Steel	Steel	Steel

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2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706**TECHNICAL SPECIFICATIONS****CHASSIS SPECIFICATIONS - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial****STEERING**

Steering type	Pwr Rack & Pinion
Ratio (:1)	
On Center	- TBD -
At Lock	- TBD -
Turning Diameter	
Curb-to-Curb	39.00
Wall-to-Wall	N/A

FUEL TANK

	Main	Auxiliary
Capacity	26.00	
Location	- TBD -	

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2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

TECHNICAL SPECIFICATIONS

DIMENSIONS - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

EXTERIOR DIMENSIONS

Wheelbase (in)	116.00
Length, Overall w/rear bumper (in)	204.00
Width, Max w/o mirrors (in)	80.50
Height, Overall (in)	74.40
Overhang	
Overhang, Front	- TBD -
Overhang, Rear w/o bumper	
Ground to Top of Load Floor (in)	35.91
Ground Clearance	
Ground Clearance, Front	10.7
Ground Clearance, Rear	10.7
Rear Door	
Rear Door Type	Liftgate
Rear Door Opening Height	- TBD -
Rear Door Opening Width	- TBD -
Side Door	
Side Door Type	
Side Door Opening Height (in)	
Side Door Opening Width (in)	
Step Up Height - Front (in)	- TBD -
Step Up Height - Side (in)	

CARGO AREA DIMENSIONS

Length @ Floor	
Cargo Area Length @ Floor to Console (in)	- TBD -
Cargo Area Length @ Floor to Seat 1	79.90
Cargo Area Length @ Floor to Seat 2	43.20

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2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

TECHNICAL SPECIFICATIONS

DIMENSIONS - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

CARGO AREA DIMENSIONS

Cargo Area Length @ Floor to Seat 3	
Cargo Area Length @ Floor to Console (in)	- TBD -
Width	
Cargo Area Width @ Beltline	- TBD -
Cargo Box Width @ Wheelhousings	49.30
Cargo Box (Area) Height (in)	* 40.90
Cargo Volume	
Cargo Volume to Seat 1	111.8
Cargo Volume to Seat 2	
Cargo Volume to Seat 3	
Cargo Volume to Seat 4	

INTERIOR DIMENSIONS

Passenger Capacity	* 6		
Seating Position	Front	Second	Third
Head Room (in)	42.80	38.70	*
Leg Room (in)	45.30	39.00	*
Shoulder Room (in)	64.80	65.10	*
Hip Room (in)	60.80	* 60.20	*

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 Customer File:

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST

PURPOSE

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

CONTACT NUMBER 021616-1 Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Vendor:
Automation Chevrolet Gilbert
3215 S. Auto Way
Gilbert, AZ, 85297
2. Has Vendor (under its present or any previous name) ever failed to complete a contract?
_____ Yes X No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.
3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? _____ Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5. Vendor must also provide at least the following information:
 - a. A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - b. Gila County reserves the right to request additional information.

Don A. Carter
Signature of Authorized Person to Sign

Don A. Carter
Printed Name

Fleet Sales Mgr.
Title

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

PRICE SHEET

Complete and return this form for the total price being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this bid pricing page.

DESCRIPTION: Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV (Build Sheet Must Accompany Bid)

Vehicle Year, Make, & Model: 2016 Chevrolet Police Tahoe

MINIMUM SPECIFICATIONS Purchase Up to five New, Full Size, 4 Door, 4x4, SSV	MEETS MINIMUM SPECIFICATIONS
	YES NO
Exterior: Solid White	X
Interior: Light Color <u>Black cloth</u>	X
Cloth Covered Front Buckets Seats without Console	X
Vinyl Covered Rear Bench Seat	X
Power Features: Door Locks	X
Windows	X
Mirrors	X
Driver Seat	X
Steering	X
Keyless Entry	X
Cruise Control	X
Tilt Steering Wheel	X
AM FM Clock (CD) Radio Stereo	X
6 Cylinder Gas Engine <u>Equal</u>	X
4 Wheel Drive 4x4	X
Automatic Transmission	X
Locking Differential	X
Air Conditioning – in Front and Rear	X
Deep Tinted Windows	X
Front Tow Hooks	X
Trailer Tow Package with Receiver Hitch	X
Skid Plate Package	X
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)	265/70R17 Police V Rated
SUB – TOTAL AMOUNT	\$ 36,283. ⁰⁰
OTHER COSTS	\$ — — .
SALES TAX	\$ 2,830. ⁰⁰
TOTAL AMOUNT OF DELIVERED VEHICLE	\$ 39,113. ⁰⁰

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: 6-8 Weeks

Vendor Name: Automation Char. - Gilbert **Vendor Phone Number:** (480) 827-3343

Prepared For:
GILA COUNTY FINANCE DEPT.
1400 E. ASH ST
GLOBE, AZ 85501

Prepared By:
administrator

AUTONATION CHEVROLET
Formerly Brown & Brown Chevrolet
FLEET DEPARTMENT
DON CARTER
480-827-3343 - 800-722-6276
e-mail: carter@autonation.com
^

2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

PRICING SUMMARY

PRICING SUMMARY - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

	<u>MSRP</u>
Base Price	\$50,000.00
Total Options:	-\$5,042.50
Vehicle Subtotal	\$44,957.50
Advert/Adjustments	\$0.00
Destination Charge	\$1,195.00
GRAND TOTAL	\$46,152.50

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March 31, 2016 1:35:26 PM

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2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

SELECTED MODEL & OPTIONS

SELECTED MODEL - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

<u>Code</u>	<u>Description</u>	<u>MSRP</u>
CK15706	2016 Chevrolet Tahoe 4WD 4dr Commercial	\$50,000.00

SELECTED VEHICLE COLORS - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

<u>Code</u>	<u>Description</u>
-	Interior: No color has been selected.
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

SELECTED OPTIONS - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

CATEGORY

<u>Code</u>	<u>Description</u>	<u>MSRP</u>
SUSPENSION PKG		
Z56	SUSPENSION, HEAVY-DUTY, POLICE-RATED front, independent torsion bar, and stabilizer bar and rear, multi-link with coil springs (Included and only available with (9C1) Police Vehicle only.)	INC
EMISSIONS		
FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00
ENGINE		
L83	ENGINE, 5.3L ECOTEC3 V8 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJECTION AND VARIABLE VALVE TIMING includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm) (STD)	\$0.00
TRANSMISSION		
MYC	TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED with overdrive and tow/haul mode (STD)	\$0.00
AXLE		
GU4	REAR AXLE, 3.08 RATIO (Not available with (NHT) Max Trailering Package.)	\$0.00

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2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

CATEGORY

<u>Code</u>	<u>Description</u>	<u>MSRP</u>
PREFERRED EQUIPMENT GROUP		
1FL	COMMERCIAL PREFERRED EQUIPMENT GROUP Includes Standard Equipment *CREDIT*	\$0.00
WHEEL TYPE		
RAP	WHEELS, 17" X 8" (43.2 CM X 20.3 CM) STEEL, POLICE, BLACK (Included and only available with (9C1) Police Vehicle.)	INC
TIRES		
QAR	TIRES, P265/60R17 ALL-SEASON, POLICE, V-RATED (Included and only available with (9C1) Police Vehicle.)	INC
SPARE TIRE		
ZAK	TIRE, SPARE, P265/60R17 ALL-SEASON, POLICE, V-RATED (Included and only available with (9C1) Police Vehicle.)	INC
PAINT SCHEME		
ZY1	PAINT SCHEME, SOLID APPLICATION	\$0.00
PAINT		
GAZ	SUMMIT WHITE	\$0.00
SEAT TYPE		
AZ3	SEATING, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER includes 6-way power driver and 2-way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage, storage compartments in seat cushion (includes auxiliary power outlet), adjustable outboard head restraints and storage pockets (With vinyl, does not include (AG1) Driver 6-way power seat adjuster or (AG2) Front passenger 6-way power adjuster.) (STD)	\$0.00
SEAT TRIM		
H0U	JET BLACK, CLOTH SEAT TRIM	\$0.00
RADIO		
IO3	AUDIO SYSTEM, AM/FM STEREO WITH CD PLAYER AND AUXILIARY INPUT JACK includes USB port (STD)	\$0.00
GVWR		

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2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

CATEGORY

<u>Code</u>	<u>Description</u>	<u>MSRP</u>
GVWR		
C5Y	GVWR, 7100 LBS. (3221 KG) (4WD models only. Included and only available with (9C1) Police Vehicle.)	INC
ADDITIONAL EQUIPMENT		
9C1	IDENTIFIER FOR POLICE PATROL VEHICLE (Must be specified.)	-\$4,985.00
NQH	TRANSFER CASE, ACTIVE, 2-SPEED ELECTRONIC AUTOTRAC with rotary controls, includes neutral position for dinghy towing (Requires 4WD model. Included with (9C1) Police Vehicle, (5W4) Special Service Vehicle and (NHT) Maximum Trailering Package.)	INC
NZZ	FRONT UNDERBODY SHIELD (Requires 4WD models and a Fleet or Government sales order type. Included with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	INC
K4B	BATTERY, AUXILIARY, 730 CCA	INC
—	POWER SUPPLY, 100-AMP, AUXILIARY BATTERY, REAR ELECTRICAL CENTER (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)	INC
—	POWER SUPPLY, 50-AMP, POWER SUPPLY, AUXILIARY BATTERY passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)	INC
—	POWER SUPPLY, 120-AMP, (4) 30-AMP CIRCUIT, PRIMARY BATTERY relay controlled, passenger compartment harness wiring (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)	INC
KW7	ALTERNATOR, 170 AMPS, HIGH OUTPUT (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)	INC
RM7	WHEEL, 17" X 8" (43.2 CM X 20.3 CM) FULL-SIZE, STEEL SPARE includes P265/60R17 V-rated tire (Included and only available with (9C1) Police Vehicle.)	INC
—	LUGGAGE RACK, DELETE (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)	INC

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2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

CATEGORY

<u>Code</u>	<u>Description</u>	<u>MSRP</u>
ADDITIONAL EQUIPMENT		
9G8	HEADLAMPS, DAYTIME RUNNING LAMPS AND AUTOMATIC HEADLAMP CONTROL DELETE deletes standard Daytime Running Lamps and automatic headlamp control features from the vehicle for police stealth surveillance (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	\$10.00
—	EXTERIOR ORNAMENTATION DELETE (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)	INC
—	DOOR HANDLES, BODY-COLOR (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)	INC
UN9	RADIO SUPPRESSION PACKAGE, WITH GROUND STRAPS (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	INC
ATD	SEAT DELETE, THIRD ROW PASSENGER (Deletes rear storage compartment.) (Included with (9C1) Police Vehicle or (5W4) Special Service Vehicle.) *CREDIT*	INC
—	INSTRUMENTATION, ANALOG with certified 140 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)	INC
—	KEY, 2-SIDED (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)	INC
—	THEFT-DETERRENT SYSTEM, VEHICLE, PASS-KEY III (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)	INC
—	POWER OUTLETS, 4 AUXILIARY, 12-VOLT includes 1 on the instrument panel, 1 in armrest, and 2 in the cargo area (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)	INC

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2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

CATEGORY

<u>Code</u>	<u>Description</u>	<u>MSRP</u>
ADDITIONAL EQUIPMENT		
R9Y	FLEET FREE MAINTENANCE CREDIT This option code provides a credit in lieu of the free oil changes, tire rotations and inspections (2 maximum), during the first 24 months and 24,000 miles period for this ordered vehicle. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet or Government order types: FBC, FBN, FCA, FCN, FLS, FNR, FRC or FGO. Not available with FDR order types.)	-\$67.50
VQ2	FLEET PROCESSING OPTION	\$0.00
SPECIAL EQUIPMENT OPTIONS		
5T5	SEATS, 2ND AND 3RD ROW VINYL WITH FRONT CLOTH SEATS Provides vinyl second and third row seats and cloth front seats (Requires interior trim (HOU) Jet Black and RPO (AZ3) front 40/20/40 split-bench seat.)	\$0.00
9U3	SEATS, DRIVER AND PASSENGER FRONT INDIVIDUAL SEATS IN CLOTH TRIM Power driver and passenger bucket seats in base cloth trim. Derived from RPO (AZ3) 40-20-40 split bench seat with the 20% section removed. Does not include a floor console. All exposed floor area will remain untrimmed. (Requires (AZ3) 40/20/40 split bench seat, trim code (H0U) Jet Black cloth.)	\$0.00
VPV	SHIP THRU, PRODUCED IN ARLINGTON ASSEMBLY and shipped to Kerr Industries and onto Arlington Assembly	INC
OPTIONS TOTAL		-\$5,042.50

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2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

ENTERTAINMENT

- Audio system, AM/FM stereo with CD player and auxiliary input jack includes USB port
- Audio system feature, single-slot CD/MP3 player
- Audio system feature, 6-speaker system
- SiriusXM Satellite Radio, delete
- Bluetooth for phone personal cell phone connectivity to vehicle audio system
- OnStar with 4G LTE and built-in Wi-Fi hotspot to connect to the internet at 4G LTE speeds, includes 3GB or 3 months OnStar Data Trial (whichever comes first) (Requires (UE1) OnStar Guidance plan. Available 4G LTE Wi-Fi requires compatible mobile device, active OnStar subscription and data plan after trial)

EXTERIOR

- Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel
- Tires, P265/70R17 all-terrain, blackwall
- Tire, spare P265/70R17 all-season, blackwall
- Wheel, full-size spare, 17" (43.2 cm) steel
- Tire carrier, lockable outside spare, winch-type mounted under frame at rear
- Fascia, front body-color
- Fascia, rear color-keyed
- Assist steps, Black (Deleted when (RVQ) Assist step kit, Black, LPO or (VXH) Assist step kit, Chrome, LPO are ordered.)
- Daytime Running Lamps, with automatic exterior lamp control
- Mirrors, outside heated power-adjustable, manual-folding and color keyed driver mirror includes spotter mirror
- Glass, deep-tinted (With (9C1) Police Vehicle or (5W4) Special Service Vehicle includes all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)
- Wipers, front intermittent, Rainsense
- Wiper, rear intermittent with washer
- Liftgate, rear manual

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 430.0, Data updated 3/15/2016
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Customer File:

Prepared For:
GILA COUNTY FINANCE DEPT.
1400 E. ASH ST
GLOBE, AZ 85501

Prepared By:
administrator

2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

INTERIOR

- Seating, front 40/20/40 split-bench, 3-passenger includes 6-way power driver and 2-way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage, storage compartments in seat cushion (includes auxiliary power outlet), adjustable outboard head restraints and storage pockets (With vinyl, does not include (AG1) Driver 6-way power seat adjuster or (AG2) Front passenger 6-way power adjuster.)
- Seat trim, cloth
- Seat adjuster, driver power, multidirectional (Included and only available with (AZ3) 40/20/40 split-bench front seat.)
- Seat adjuster, front passenger 6-way power
- Seats, second row 60/40 split-folding bench, manual
- Seat, third row manual 60/40 split-folding bench, fold flat
- Floor covering, Black rubberized-vinyl
- Steering column, Tilt-Wheel
- Steering wheel, urethane
- Steering wheel controls, mounted cruise controls
- Display, driver instrument information enhanced, one color
- Warning tones headlamp on, key-in-ignition, driver and right-front passenger safety belt unfasten and turn signal on
- Door locks, power programmable with lockout protection (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, Auto Lockout is disabled on Driver door.)
- Remote Keyless Entry, extended-range
- Windows, power, with Express-Down and Express-Up on front doors and lock out features
- Cruise control, electronic with set and resume speed
- Climate control, tri-zone automatic with individual climate settings for driver, right-front passenger and rear passengers (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, includes dual-zone automatic, front and rear air conditioning electronic controls)
- Defogger, rear-window electric
- Power outlet, 110-volt

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

- Mirror, inside rearview manual day/night
- Conversation mirror
- Assist handles, all seats (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, front passenger assist handle is removed when (7X7) Spot lamps are ordered.)
- Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. With (9C1) Police Vehicle or (5W4) Special Service Vehicle, interior lighting includes dome light, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions
- Cargo management system
- Cargo net
- OnStar Basic plan for 5 years including limited RemoteLink mobile app services, Advanced Diagnostics and Dealer Maintenance Notification (Basic Plan available for 5 years from the date of vehicle delivery, and is transferable. Does not include Emergency, Security or Navigation services.)

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Prepared By:
administrator

2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

MECHANICAL

- Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm)
- Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode
- Rear axle, 3.08 ratio (Not available with (NHT) Max Trailering Package.)
- Suspension Package, Premium Smooth Ride (Not available with (NHT) Max Trailering Package.)
- GVWR, 7300 lbs. (3311 kg) (Requires 4WD model.)
- E85 FlexFuel capable
- Transfer case, active, single-speed, electronic Autotrac with rotary controls, does not include neutral. Cannot be dinghy towed (Requires 4WD model. Not available with (NHT) Max Trailering Package.)
- Differential, heavy-duty locking rear
- 4-wheel drive
- Air cleaner, high-capacity
- Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator (With (9C1) Police Vehicle or (5W4) Special Service Vehicle includes heavy-duty oil-to-coolant integral to driver-side of radiator.)
- Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
- Battery, 720 cold-cranking amps with 80 amp hour rating
- Alternator, 150 amps
- Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way sealed connector and 2" trailering receiver
- Recovery hooks, 2 front, frame-mounted, Black
- Suspension, front coil-over-shock with stabilizer bar
- Suspension, rear multi-link with coil springs
- Steering, power

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

Prepared For:
GILA COUNTY FINANCE DEPT.
1400 E. ASH ST
GLOBE, AZ 85501

Prepared By:
administrator

AUTONATION CHEVROLET
Formerly Brown & Brown Chevrolet
FLEET DEPARTMENT
DON CARTER
480-827-3343 - 800-722-6276
e-mail: carter@autonation.com

2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail CK15706 4WD 4dr Commercial

SAFETY

- Brakes, 4-wheel antilock, 4-wheel disc, VAC power
- StabiliTrak, stability control system with brake assist, includes traction control
- Air bags, frontal and side-impact for driver and front passenger and head curtain side-impact for all rows in outboard seating positions (Included and only available with (AZ3) 40/20/40 split-bench front seat. With (9C1) Police Vehicle or (5W4) Special Service Vehicle requires (AZ3) 40/20/40 split-bench front seat and (9U3) SEO front center seat (20% seat) delete. Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Automatic Occupant Sensing System sensor indicator inflatable restraint, front passenger/child presence detector
- OnStar Guidance Plan for 6 months including Automatic Crash Response, Stolen Vehicle Assistance, Roadside Assistance, Turn-by-Turn Navigation, Advanced Diagnostics and more (trial excludes Hands-Free Calling) (Visit www.onstar.com for coverage map, details and system limitations. Services may vary by model and conditions.)
- Rear Park Assist with audible warning
- Rear Vision Camera
- LATCH system (Lower Anchors and Top tethers for Children), for child safety seats; lower anchors and top tethers located in all second row seating positions, top tethers located in third row seating positions
- Tire Pressure Monitor System air pressure sensors in each tire with pressure display in Driver Information Center
- Theft deterrent, electrical, unauthorized entry

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 430.0, Data updated 3/15/2016
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Customer File:

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

AFFIDAVIT BY VENDOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF:)

Don A. Carter
(Name of Individual) being first duly sworn, deposes and says:

That he is Fleet Sales Mgr.
(Title)
of Autonation Chevrolet Gilbert and
(Name of Business)

That he is bidding on Gila County Bid No. 021616-1 - Up to Five (5) New Full Size 4 Door 4x4 SSV
and,

That neither he nor anyone associated with the said Dealership
Autonation Chevrolet Gilbert
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise
taken any action in restraint of free competitive bidding in connection with the above mentioned
project.

Autonation Chevrolet Gilbert
Name of Business

Don A. Carter
By

Fleet Sales Mgr
Title

Subscribed and sworn to before me this 31st day of March, 2016.

Notary Public

My Commission expires:

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Vendor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Vendor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Vendor shall further ensure that each subcontractor who performs any work for Vendor under this contract likewise complies with the State and Federal Immigration Laws.


County shall have the right at any time to inspect the books and records of Vendor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Vendor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Vendor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Vendor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

Vendor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.



Signature of Authorized Representative

Don A. Carter

Printed Name

Fleet Sales Mgr

Title

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed, executed, and submitted with this IFB. If bidder fails to complete or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED AND EXECUTED

QUALIFICATION & CERTIFICATION FORM

✓

PRICE SHEETS

✓

NO COLLUSION AFFIDAVIT

✓

LEGAL ARIZONA WORKS ACT COMPLIANCE

✓

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

✓

OFFER PAGE

✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

Initials	<u>#1</u> <u>DAC</u>	<u>#2</u> <u>DAC</u>	<u>#3</u> <u>DAC</u>	<u>#4</u> <u>DAC</u>	<u>#5</u> <u>DAC</u>
Date	<u>3/30/16</u>	<u>3/30/16</u>	<u>3/30/16</u>	<u>3/30/16</u>	<u>3/30/16</u>

Signed and dated this 30th day of March, 2016

Autonation Chevrolet Gilbert
VENDOR:

DAC Carter
BY: (Signature)

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 021616-1 Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV.** All bids shall be filed with the Gila County Finance Department at the Guerrero Complex, 1400 E. Ash St., Globe, AZ on or before April 04, 2016, 4:00 PM.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Invitation for bids.

Signature also certifies the Vendors bid is genuine, and is not in any way collusive or a sham; that the bid is not made with the intent to restrict or prohibit competition; that the Vendor submitting the bid has not revealed the contents of the bid to, or in any way colluded with, any other Vendor which may compete for the contract; and that no other Vendor which may compete for the contract has revealed the contents of a bid to, or in any way colluded with, the Vendor submitting this bid.

CONTRACT NUMBER: 021616-1 Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

Firm Submitting Bid:

Autonation Chevrolet Gilbert
Company Name

3215 So. Auto Way
Address

Gilbert, Az 85297
City State Zip

For clarification of this offer, contact:

Name: Don A. Carter

Phone No.: (480) 827-3343

Fax (480) 827-3227

Email: Carterd@autonation.com

DA Carter
Signature of Authorized Person to Sign

Don A. Carter
Printed Name

Fleet Sales Mgr.
Title

Bid must be signed by a duly authorized officer(s) eligible to sign contract documents for the Firm.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST

PURPOSE

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

CONTACT NUMBER 021616-1 Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Vendor:

Steve Coury Ford
4397 E HWY 260
Star Valley AZ 85541

2. Has Vendor (under its present or any previous name) ever failed to complete a contract?
_____ Yes X No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.
3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? _____ Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5. Vendor must also provide at least the following information:
- A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - Gila County reserves the right to request additional information.

Tiffany Bailey
Signature of Authorized Person to Sign

Tiffany Bailey
Printed Name

Sales Manager
Title

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

PRICE SHEET

Complete and return this form for the total price being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this bid pricing page.

DESCRIPTION: Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV (Build Sheet Must Accompany Bid)

Vehicle Year, Make, & Model: 2016 Ford F150 4x4 Crew Cab XL SSV

MINIMUM SPECIFICATIONS Purchase Up to five New, Full Size, 4 Door, 4x4, SSV		MEETS MINIMUM SPECIFICATIONS <input type="checkbox"/> YES <input type="checkbox"/> NO	
Exterior: Solid White	X	Included	
Interior: Light Color	X	Included	
Cloth Covered Front Buckets Seats without Console	X	Included	
Vinyl Covered Rear Bench Seat	X	Included	
Power Features: Door Locks	X	Included	
Windows	X		
Mirrors	X		
Driver Seat	X		
Steering	X		
Keyless Entry	X	Included	
Cruise Control	X	225.00	
Tilt Steering Wheel	X	Included	
AM FM Clock (CD) Radio Stereo	X	Included	
6 Cylinder Gas Engine	X	600.00	
4 Wheel Drive 4x4	X	Included	
Automatic Transmission	X	Included	
Locking Differential	X		
Air Conditioning - in Front and Rear	X		
Deep Tinted Windows	X		
Front Tow Hooks	X		
Trailer Tow Package with Receiver Hitch	X	Included	
Skid Plate Package	X	140.00	
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)	X	295.00	
SUB - TOTAL AMOUNT		\$40740 .	
OTHER COSTS		\$ 399 .	
SALES TAX 8.6		\$3503.64	
TOTAL AMOUNT OF DELIVERED VEHICLE		\$44642.64	

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ

Date of Delivery: 3 month after order

Vendor Name: Steve Coury Ford **Vendor Phone Number:** 928-474-8888

BID NO. 021616-1

Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

PRICE SHEET

Complete and return this form for the total price being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this bid pricing page.

DESCRIPTION: Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV (Build Sheet Must Accompany Bid)

Vehicle Year, Make, & Model: 2016 Ford F150 4x4 Crew Cab XL SSV

MINIMUM SPECIFICATIONS Purchase Up to five New, Full Size, 4 Door, 4x4, SSV	MEETS MINIMUM SPECIFICATIONS
Exterior: Solid White	X Included
Interior: Light Color	X Included
Cloth Covered Front Buckets Seats without Console	X Included
Vinyl Covered Rear Bench Seat	X Included
Power Features: Door Locks	X Included
Windows	X
Mirrors	X
Driver Seat	X
Steering	X
Keyless Entry	X Included
Cruise Control	X 225.00
Tilt Steering Wheel	X Included
AM FM Clock (CD) Radio Stereo	X Included
6 Cylinder Gas Engine	X 600.00
4 Wheel Drive 4x4	X Included
Automatic Transmission	X Included
Locking Differential	X
Air Conditioning – in Front and Rear	X
Deep Tinted Windows	X
Front Tow Hooks	X
Trailer Tow Package with Receiver Hitch	X Included
Skid Plate Package	X 140.00
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)	X 295.00
SUB – TOTAL AMOUNT	\$40740 .
OTHER COSTS	\$ 399 .
SALES TAX 8.6	\$3503.64
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Vehicle Year, Make, & Model: 2016 Ford F150 4x4 Crew Cab XL SSV

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Exterior: Solid White	X Included
Interior: Light Color	X Included
Cloth Covered Front Buckets Seats without Console	X Included
Vinyl Covered Rear Bench Seat	X Included
Power Features: Door Locks	X Included
Windows	X
Mirrors	X
Driver Seat	X
Steering	X
Keyless Entry	X Included
Cruise Control	X 225.00
Tilt Steering Wheel	X Included
AM FM Clock (CD) Radio Stereo	X Included
6 Cylinder Gas Engine	X 600.00
4 Wheel Drive 4x4	X Included
Automatic Transmission	X Included
Locking Differential	X
Air Conditioning – in Front and Rear	X
Deep Tinted Windows	X
Front Tow Hooks	X
Trailer Tow Package with Receiver Hitch	X Included
Skid Plate Package	X 140.00
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)	X 295.00
SUB – TOTAL AMOUNT	\$40740 .
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SALES TAX 8.6	\$3503.64
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	YES	NO
Exterior: Solid White	X	Included
Interior: Light Color	X	Included
Cloth Covered Front Buckets Seats without Console	X	Included
Vinyl Covered Rear Bench Seat	X	Included
Power Features: Door Locks	X	Included
Windows	X	↓
Mirrors	X	
Driver Seat	X	
Steering	X	
Keyless Entry	X	Included
Cruise Control	X	225.00
Tilt Steering Wheel	X	Included
AM FM Clock (CD) Radio Stereo	X	Included
6 Cylinder Gas Engine	X	600.00
4 Wheel Drive 4x4	X	Included
Automatic Transmission	X	Included
Locking Differential	X	↓
Air Conditioning - in Front and Rear	X	
Deep Tinted Windows	X	
Front Tow Hooks	X	↓
Trailer Tow Package with Receiver Hitch	X	
Skid Plate Package	X	140.00
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OTHER COSTS		\$ 399 .
SALES TAX 8.6		\$3503.64
TOTAL AMOUNT OF DELIVERED VEHICLE		\$44642.64

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: 3 month after order

Vendor Name: Steve Covy Ford Vendor Phone Number: 928-474-8888

**AFFIDAVIT BY VENDOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

19

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Vendor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Vendor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Vendor shall further ensure that each subcontractor who performs any work for Vendor under this contract likewise complies with the State and Federal Immigration Laws.

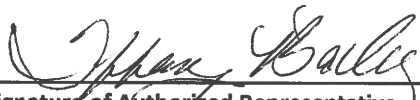
County shall have the right at any time to inspect the books and records of Vendor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Vendor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Vendor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Vendor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

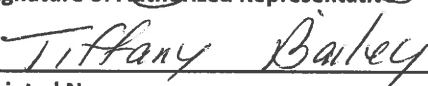
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"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."


Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.



Signature of Authorized Representative



Printed Name



Title

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed, executed, and submitted with this IFB. If bidder fails to complete or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED AND EXECUTED

QUALIFICATION & CERTIFICATION FORM

X

PRICE SHEETS

X

NO COLLUSION AFFIDAVIT

X

LEGAL ARIZONA WORKS ACT COMPLIANCE

X

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

X

OFFER PAGE

X

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	<u>JS</u>	_____	_____	_____	_____
Date	<u>4-4-16</u>	_____	_____	_____	_____

Signed and dated this 4th day of April, 2016

Steve Courty Ford
VENDOR:
Jeffery Bailey
BY: (Signature)

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 021616-1 Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV.** All bids shall be filed with the Gila County Finance Department at the Guerrero Complex, 1400 E. Ash St., Globe, AZ on or before April 04, 2016, 4:00 PM.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Invitation for bids.

Signature also certifies the Vendors bid is genuine, and is not in any way collusive or a sham; that the bid is not made with the intent to restrict or prohibit competition; that the Vendor submitting the bid has not revealed the contents of the bid to, or in any way colluded with, any other Vendor which may compete for the contract; and that no other Vendor which may compete for the contract has revealed the contents of a bid to, or in any way colluded with, the Vendor submitting this bid.

CONTRACT NUMBER: 021616-1 Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

Firm Submitting Bid:

Steve Coury Ford

Company Name

4397 E HWY 260

Address

Star Valley AZ 85541

City

State

Zip

For clarification of this offer, contact:

Name: Richard Jewett

Phone No.: 928-474-8888

Fax 928-474-8805

Email: richard.jewett@
stevecoury.com

Tiffany Bailey

Signature of Authorized Person to Sign

Tiffany Bailey

Printed Name

Sales Manager

Title

Bid must be signed by a duly authorized officer(s) eligible to sign contract documents for the Firm.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Vendor _____ is now bound to provide the materials or services listed in Invitation for Bid No.: 021616-1 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County entity.

The contract shall henceforth be referenced to as **Contract No. 021616-1**. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this _____ day of _____, 2016

GILA COUNTY BOARD OF SUPERVISORS:

Michael A. Pastor, Chairman, Board of Supervisors

ATTEST:

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

GILA COUNTY

NOTICE OF INVITATION FOR BID

BID NO. 021616-1

UP TO FIVE (5) NEW FULL SIZE 4 DOOR 4X4 SSV



BOARD OF SUPERVISORS

**Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
John D. Marcanti, Member**

COUNTY MANAGER

Don E. McDaniel Jr.



**GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID**

1400 E. Ash Street
Globe, Arizona
85501

**SOLICITATION NUMBER
021616-1**

BID DUE DATE: Monday, April 04, 2016

TIME: 4:00 PM

DESCRIPTION: Purchase up to Five (5) New Full Size 4 Door 4X4 SSV

Bid Opening Location: GILA COUNTY FINANCE DEPARTMENT
ATTN: JEANNIE SGROI
GUERRERO COMPLEX
1400 EAST ASH STREET, GLOBE, ARIZONA 85501

Bid Submittal Location: GILA COUNTY FINANCE DEPARTMENT, 1400 E. Ash St., Globe, AZ 85501

In accordance with A.R.S. §41-2533, Invitation for Bid for the materials and services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents contact the Procurement Group at (928) 402-8612 or click on the following link to the County website . http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php

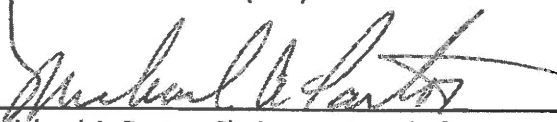
Additional instructions for preparing a bid are provided on pages 4-6 of the bid documents to Offerors as contained within the solicitation.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

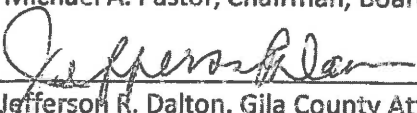
Arizona Silver Belt advertisement dates: March 23, 2016 and March 30, 2016

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Fleet Management
Type of contract: Term
Term of Contract: Twelve Months
Phone Number: (928) 200-1580

Signed: 
Michael A. Pastor, Chairman, Board of Supervisors

Date: 3-15-16

Signed: 
Jefferson R. Dalton, Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Date: 3-15-16

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BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

GENERAL SCOPE

It is the intent of this solicitation to award a contract for the purchase of up to Five (5) New Full Size 4 Door 4x4 SSV, for Gila County.

The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: **Exhibit "C" Pages 11-12, and Pages 14-18 as specified on Price Sheet for total price being proposed.**

Vendors who agree to provide the Minimum Bid Specifications for this Invitation for Bid shall be considered for award.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

INSTRUCTIONS TO VENDORS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO VENDORS AND EXHIBIT "B", VENDORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO VENDORS

Preparation of Sealed Bid

- A. Sealed Bids will be received by the Gila County Finance Department, from vendors, to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed bids only from qualified, experienced vendors able to provide services which are, in all respects, responsive to the specifications. All bids shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.
- B. Before submitting its bid, each vendor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a bid will constitute a representation of compliance by the vendor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Vendors must complete all forms provided in this Invitation for Bid package in full, original signature in ink, by the person(s) authorized to sign the Bid and to be submitted at the time of bid, and made a part of this contract. The County will use the Bid, and Qualification and Certification Form, in evaluating the capacity of vendor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Vendor to complete and submit the Price Sheet and Signature and Offer Page at time and place of opening may be grounds for automatic disqualification of the vendor(s) from further consideration.
- D. The names of all persons authorized to sign the Bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Invitation for Bids shall be listed on the Bid.
- F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the vendor; if initialed, the County may require the vendor to identify any alteration so initialed.

Amendments

Any addendum issued as a result of any change in this Invitation for Bids must be acknowledged by all Vendors in the following manner:

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

Instructions to Vendors continued...

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 21.

Failure to indicate receipt of addenda in the above manner may result in a bid being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "Not Applicable" in the space provided under #1. The Vendor Checklist & Addenda Acknowledgment form must be signed and dated.

Inquiries

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to an Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Bid and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Late Bids

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

Submittal Bid Format:

It is requested that One (1) Original and One (1) copy (2 TOTAL) with original signatures on both sets of the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page shall be submitted on the forms and in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of Bid, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid. Delivery charges may differentiate depending on geographical location.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

Instructions to Vendors continued...

2. Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipts of Bids.
3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Bid deadline.

All bids shall be submitted in a sealed envelope:

- **Minimum of Two (2) copies with original signatures shall be provided by the Vendor;**
- **The words "Invitation for Bid" with Title "Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV", "Bid No. 021616-1", "April 04, 2016" and "4:00 PM" shall be written on the face of the envelope;**
- **The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.**

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
 - a. Notwithstanding any or other provisions of the Bid, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all Bids; or portions thereof; or
 3. Reissue a Request for Bid.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Bid of any Vendor(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Invitation for Bids will be reviewed by the Gila County Board of Supervisors.
5. Those Vendor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Bids are most advantageous to the County may be invited to appear before the Board for an oral review.
6. The apparent successful Vendor(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other Vendors who have submitted a bid under this IFB have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

General Terms & Conditions continued...

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Firm shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Firm. The Firm shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

EXHIBIT "B" CONTRACT AWARD AGREEMENT

This exhibit shall serve as the contract agreement to any Vendor, their agents, subcontractors or representatives, awarded this or any portion of this contract by the County, by submitting Bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 22, Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form page 13. This Contract shall include the Invitation for Bids No. 021616-1 and all exhibits attached to it, including but not limited to the Qualification and Certification Form, Price Sheets, No Collusion Affidavit, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page which are all incorporated into this agreement by this reference.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Vendor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Invitation for Bids No. 021616-1, issued by the County, and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB which is incorporated by this reference into this agreement. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements. The Contract shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension or debarment of the Vendor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Vendor.

Contract Default

- A. The County, by written notice of default to the Vendor, may terminate the whole or any part of this contract in any one of the following circumstances:

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

Exhibit "B" Contract Award Agreement continued...

1. If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or
 2. If the Vendor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Vendor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Costs and Payments

Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Vendor shall submit a complete and accurate invoice for payment.

IRS W9 Form: In order to receive payment the Vendor shall have a current IRS W9 Form on file with the County unless not required by law.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The vendor(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the vendor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Vendor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

The County, with or without cause, may terminate this contract at any time, or by giving **thirty (30)** days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of the Vendor(s) to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Vendor for acting or failing to act as in any of the following:

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

Exhibit "B" Contract Award Agreement continued...

1. In the opinion of the County, the Vendor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
2. In the opinion of the County, the Vendor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Vendor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the County, the Vendor fails to make progress in the performance of the requirements of the contract or give the County a positive indication that Vendor will not, or cannot, perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Vendor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

General

After receipt of all bids, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned bids, unacknowledged Addenda, incomplete bids, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 021616-1

Purpose: It is the intent of Gila County to establish, by this Invitation for Bids, a contract to purchase up to Five (5) New Full Size 4 Door 4x4 SSV. This Invitation for Bid No. 021616-1 including the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Checklist and Addenda Acknowledgment Form, and Offer Page constitutes the entire Bid package and by this reference is hereby incorporated into this agreement.

Note: This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is NOT intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

SECTION 1.0

General:

- 1.1 All product specifications are **minimum**. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing or stock facilities to serve the needs of Gila County.
- 1.3 All bids must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the bid. The County does not guarantee any maximum or minimum amounts of purchase.

SECTION 2.0

Bid Pricing:

- 2.1 The Vendor shall submit the bid in the form of a firm unit price for the contract period. Initial contract period is twelve (12) months. Vendor shall incorporate all freight, profit, and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Vendor's or Gila County's discovery of any such price reduction.
- 2.2 **The term of the contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, cancelled or extended as otherwise provided herein.**

SECTION 3.0

Ordering and Delivery:

- 3.1 **ORDERING:** Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 **PRODUCT DELIVERY** Location: Gila County Shop, 1400 East Ash Street, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

Exhibit "C" Minimum Specifications continued...

- 3.3 DELIVERY TIME: Vehicles must be delivered no later than 10 weeks of receipt by Vendor of County Purchase Order. Failure to provide delivery within this time period may result in termination of this contract and award to the next lowest, responsible bidder.
- 3.4 Vendor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST

PURPOSE

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

CONTACT NUMBER 021616-1 Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Vendor:

McSpadden Ford Inc
750 N Broad.
Globe AZ 85501

2. Has Vendor (under its present or any previous name) ever failed to complete a contract? _____ Yes X No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.
3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? _____ Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5. Vendor must also provide at least the following information:
- a. A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - b. Gila County reserves the right to request additional information.


Signature of Authorized Person to Sign

Lisa Wielenga
Printed Name

Sales Mgr.
Title

PRICE SHEET

Complete and return this form for the total price being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this bid pricing page.

DESCRIPTION: Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV (Build Sheet Must Accompany Bid)

Vehicle Year, Make, & Model: 2017 Ford Expedition

MINIMUM SPECIFICATIONS Purchase Up to five New, Full Size, 4 Door, 4x4, SSV	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: Solid White	X	
Interior: Light Color	X	
Cloth Covered Front Buckets Seats without Console	X	
Vinyl Covered Rear Bench Seat	X	
Power Features: Door Locks	X	
Windows	X	
Mirrors	X	
Driver Seat	X	
Steering	X	
Keyless Entry	X	
Cruise Control	X	
Tilt Steering Wheel	X	
AM FM Clock (CD) Radio Stereo	X	
6 Cylinder Gas Engine	X	
4 Wheel Drive 4x4	X	
Automatic Transmission	X	
Locking Differential	X	
Air Conditioning – in Front and Rear	X	
Deep Tinted Windows	X	
Front Tow Hooks	X	
Trailer Tow Package with Receiver Hitch	X	
Skid Plate Package	X	
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)	X	
SUB – TOTAL AMOUNT		\$34217.45
OTHER COSTS		\$ -0-
SALES TAX		\$ 2558.35
TOTAL AMOUNT OF DELIVERED VEHICLE		\$36775.80

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: Job 1 5-25-16 + 8-10 weeks.

Vendor Name: McSpadden Ford Inc **Vendor Phone Number:** 928-425-4491

Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

PRICE SHEET

Complete and return this form for the total price being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this bid pricing page.

DESCRIPTION: Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV (Build Sheet Must Accompany Bid)

Vehicle Year, Make, & Model: 2017 Ford Expedition

MINIMUM SPECIFICATIONS Purchase Up to five New, Full Size, 4 Door, 4x4, SSV	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: Solid White	X	
Interior: Light Color	X	
Cloth Covered Front Buckets Seats without Console	X	
Vinyl Covered Rear Bench Seat	X	
Power Features: Door Locks	X	
Windows	X	
Mirrors	X	
Driver Seat	X	
Steering	X	
Keyless Entry	X	
Cruise Control	X	
Tilt Steering Wheel	X	
AM FM Clock (CD) Radio Stereo	X	
6 Cylinder Gas Engine	X	
4 Wheel Drive 4x4	X	
Automatic Transmission	X	
Locking Differential	X	
Air Conditioning – in Front and Rear	X	
Deep Tinted Windows	X	
Front Tow Hooks	X	
Trailer Tow Package with Receiver Hitch	X	
Skid Plate Package	X	
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)	X	
SUB – TOTAL AMOUNT		\$34217.45
OTHER COSTS		\$ -0-
SALES TAX		\$ 2558.35
TOTAL AMOUNT OF DELIVERED VEHICLE		\$36775.80

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: Job 1
5-25-16 + 8-10 weeks.

Vendor Name: McSpadden Ford Inc Vendor Phone Number: (928) 425-4491

Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

PRICE SHEET

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	YES	NO
Exterior: Solid White	X	
Interior: Light Color	X	
Cloth Covered Front Buckets Seats without Console	X	
Vinyl Covered Rear Bench Seat	X	
Power Features: Door Locks	X	
Windows	X	
Mirrors	X	
Driver Seat	X	
Steering	X	
Keyless Entry	X	
Cruise Control	X	
Tilt Steering Wheel	X	
AM FM Clock (CD) Radio Stereo	X	
6 Cylinder Gas Engine	X	
4 Wheel Drive 4x4	X	
Automatic Transmission	X	
Locking Differential	X	
Air Conditioning – in Front and Rear	X	
Deep Tinted Windows	X	
Front Tow Hooks	X	
Trailer Tow Package with Receiver Hitch	X	
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Vinyl Covered Rear Bench Seat	X	
Power Features: Door Locks	X	
Windows	X	
Mirrors	X	
Driver Seat	X	
Steering	X	
Keyless Entry	X	
Cruise Control	X	
Tilt Steering Wheel	X	
AM FM Clock (CD) Radio Stereo	X	
6 Cylinder Gas Engine	X	
4 Wheel Drive 4x4	X	
Automatic Transmission	X	
Locking Differential	X	
Air Conditioning – in Front and Rear	X	
Deep Tinted Windows	X	
Front Tow Hooks	X	
Trailer Tow Package with Receiver Hitch	X	
Skid Plate Package	X	
6 Ply, All Terrain Tires (LT) with Full Size Spare Tire (if available)	X	
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OTHER COSTS	\$ -0-	
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TOTAL AMOUNT OF DELIVERED VEHICLE	\$36775.80	

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Cloth Covered Front Buckets Seats without Console	X	
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Cruise Control	X	
Tilt Steering Wheel	X	
AM FM Clock (CD) Radio Stereo	X	
6 Cylinder Gas Engine	X	
4 Wheel Drive 4x4	X	
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5-25-16 + 8-10 weeks.

Vendor Name: McSpadden Ford Inc **Vendor Phone Number:** 928)425-4491

==>

Dealer: F71480

2017 EXPEDITION

Page: 1 of 1

Order No: 9999 Priority: E4 Ord FIN: QA521 Order Type: 5B Price Level: 640

Ord Code: 102A Cust/Flt Name: GILA CO

PO Number:

RETAIL

RETAIL

U1G 4X4 XL \$44055

PRICED DORA NC

.119" WHEELBASE

DEST AND DELIV 1195

Z1 OXFORD WHITE

TOTAL BASE AND OPTIONS 43120

C CLOTH BUCKET

TOTAL 43120

D DUNE

THIS IS NOT AN INVOICE

102A EQUIP GRP (2230)

.SSV PACKAGE

99T .3.5L ECO V6 NC

446 .6-SPD AUTO O/D NC

41K SKID PLATE PKG 100

425 50 STATE EMISS NC

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC20389

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

AFFIDAVIT BY VENDOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF:)

Lisa Wielenga
(Name of Individual) being first duly sworn, deposes and says:

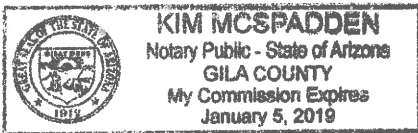
That he is Sales Manager.
(Title)

of McSpadden Ford Inc. and
(Name of Business)

That he is bidding on Gila County Bid No. 021616-1 - Up to Five (5) New Full Size 4 Door 4x4 SSV and,

That neither he nor anyone associated with the said McSpadden Ford Inc.
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.



McSpadden Ford Inc
Name of Business

By Lisa Wielenga
Sales Manager.
Title

Subscribed and sworn to before me this 30 day of March, 2016.

Kim McSpadden
Notary Public

My Commission expires:

Jan 5, 2019

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Vendor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Vendor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Vendor shall further ensure that each subcontractor who performs any work for Vendor under this contract likewise complies with the State and Federal Immigration Laws.


County shall have the right at any time to inspect the books and records of Vendor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Vendor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Vendor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Vendor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

Vendor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.



Signature of Authorized Representative

Lisa Welenga

Printed Name

Sales Manager

Title

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed, executed, and submitted with this IFB. If bidder fails to complete or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED AND EXECUTED

QUALIFICATION & CERTIFICATION FORM

✓

PRICE SHEETS

✓

NO COLLUSION AFFIDAVIT

✓

LEGAL ARIZONA WORKS ACT COMPLIANCE

✓

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

✓

OFFER PAGE

✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

Initials	<u>#1</u> <u>SW</u>	<u>#2</u> <u>SW</u>	<u>#3</u> <u>SW</u>	<u>#4</u> <u>SW</u>	<u>#5</u> <u>SW</u>
Date	<u>3-30-16</u>	<u>3-30-16</u>	<u>3-30-16</u>	<u>3-30-16</u>	<u>3-30-16</u>

Signed and dated this 30th day of March, 2016

McSpadden Ford Inc

VENDOR:

Lisa Ludwig

BY: (Signature)

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 021616-1 Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV.** All bids shall be filed with the Gila County Finance Department at the Guerrero Complex, 1400 E. Ash St., Globe, AZ on or before April 04, 2016, 4:00 PM.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Invitation for bids.

Signature also certifies the Vendors bid is genuine, and is not in any way collusive or a sham; that the bid is not made with the intent to restrict or prohibit competition; that the Vendor submitting the bid has not revealed the contents of the bid to, or in any way colluded with, any other Vendor which may compete for the contract; and that no other Vendor which may compete for the contract has revealed the contents of a bid to, or in any way colluded with, the Vendor submitting this bid.

CONTRACT NUMBER: 021616-1 Purchase Up to Five (5) New Full Size 4 Door 4x4 SSV

Firm Submitting Bid:

Mc Spadden Ford Inc
Company Name

750 N Broad.
Address

Globe AZ 85501
City State Zip

For clarification of this offer, contact:

Name: Roger Wheelenge

Phone No.: (928) 425-4491 option 1

Fax (928) 425-9390

Email: mcspaddensales1@cableone.net


Signature of Authorized Person to Sign

Lisa Wheelenge
Printed Name

Sales Manager
Title

Bid must be signed by a duly authorized officer(s) eligible to sign contract documents for the Firm.

BID NO. 021616-1
Purchase Up to Five (5) New Full Size 4 Door 4X4 SSV

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Vendor _____ is now bound to provide the materials or services listed in Invitation for Bid No.: 021616-1 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County entity.

The contract shall henceforth be referenced to as **Contract No. 021616-1**. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this _____ day of _____, 2016

GILA COUNTY BOARD OF SUPERVISORS:

Michael A. Pastor, Chairman, Board of Supervisors

ATTEST:

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

ARF-3727

Regular Agenda Item 2. I.

Regular BOS Meeting

Meeting Date: 04/19/2016

Submitted By: Jacque Sanders,
Asst. County
Manager/Librarian

Department: Asst County Manager/Library District

Fiscal Year: 2017 Budgeted?: Yes

Contract Dates July 1, 2016-June Grant?: No

Begin & End: 30, 2017

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Establish employee contribution rates and benefit changes for employee and family coverage for FY 2017 for Arizona Local Government Employee Benefit Trust plans.

Background Information

Gila County joined Arizona Local Government Employee Benefit Trust (AZLGEBT) on July 1, 1999. AZLGEBT provides medical, prescription, dental, vision, disability and life insurance coverage, as well as a wellness program for eligible Gila County employees and dependents. Over the past 17 years there have been various changes and modifications to the plan and to the County's responsibility for administering of the plan. New and future changes mandated with Health Care Reform will continue to add layers of complexity to our administration of our self-insured trust.

In FY 2015, the AZLGEBT added a High Deductible Health Plan (HDHP), Health Savings Accounts (HSAs), and a buy up dental plan. Additionally, Gila County established one contribution rate for all employees, with the exception of freezing the lowest of the old rates (Tier I) for the ten employees at that rate at that time. It was determined that those ten employees would automatically move to the standard rate when their pay exceeded \$21,611.20 per year. There is currently one employee left in this closed group. In FY 2016 AZLGEBT added a Flexible Spending Account (FSA) option to the plan.

For FY 2017, the total cost of the health insurance premiums will increase approximately 5.66%, or \$29.19 per month for employee only coverage and 4.81% or \$59.77 per month for family coverage.

Evaluation

For FY 2017, there will be no increases to deductibles or medical co-pays. Due to ever increasing costs associated with prescription medications and the increase in usage of specialty medications, there will be a 5.00 increase in the co-pay amounts for medical prescriptions. Sharing the premium increase between the County and employees will limit the financial impact to both Gila County and the employees. While other government employers in the area have experienced 15% increases year over year, the average 5.24% increase in AZLGEBT speaks to how well managed the plan is. One of the cornerstones of a well managed plan is the shared cost between employers and employees.

Once again, Open Enrollment for the AZLGEBT plan will take place in May and will be a "passive enrollment" utilizing the SmartBen web portal. Employees who wish to change their benefit selections or add other options will be able to make those changes during Open Enrollment. The Human Resources Department will be providing information to all benefit eligible employees about Open Enrollment.

Conclusion

As health care continues to become more complex, AZLGEBT has continued to strategically expand options for members, while continuing the commitment to provide an affordable benefit package to Gila County employees and their families.

To remain fair and consistent with the employee contributions to the cost of premiums, sharing the increase is a prudent financial step for the County. Employees have received consumer price index (CPI) adjustments to their pay, and salary adjustments, which more than offset the proposed increases to employee contributions of \$3.50 per month for employee only coverage, and \$14.50 per month for family coverage. This proposed increase in employee contribution rates will also apply to the former Tier I employees (currently 1 employee) to keep rate differentials between the two groups even and fairly distribute the increases.

Recommendation

Staff recommend the following for FY 2017:

- Increase employee contributions for medical insurance coverage by \$3.50 per month for single coverage, and \$14.50 per month for family coverage for both the Preferred Provider Organization (PPO) and the High Deductible Health Plan (HDHP). New combined rates will be \$68.50 per month for employee only coverage, and \$320.50 per month for family coverage, with a continuation of the \$20 per month discount for all employees who participate in the annual Health Risk Assessment (HRA).
- Increase former 'Tier 1' rates to combined rates of \$58.50 per month for employee only coverage and \$310.50 per month for family coverage with the continuation of the \$20 per month discount for all employees who participate in the annual Health Risk Assessment (HRA). For FY 2017, there is one employee in this category. New employees hired after the HRA Screening dates will continue to receive the HRA reduction for the first year on the plan, until they have the opportunity to participate in the HRA Screening.
- Reconfirm the Gila County base contribution rates for the Health Savings Account system (HSA) at \$10 per month for single coverage and \$25 per month for family coverage.
- Reconfirm the dollar-for-dollar matching contribution into the Health Savings

Account system up to an additional \$40 per month for single employee coverage, and \$75 per month for family coverage.

Suggested Motion

Information/Discussion/Action regarding changes in the Arizona Local Government Employee Benefit Trust for Gila County's employee insurance and benefit plans to be effective as of July 1, 2016, as follows: Adopt Schedule A - Employee Insurance Contributions FY 2017 (attached to the agenda item). **(Jacque Sanders)**

Attachments

Schedule A 2017

Schedule A 2016

Schedule A: Employee Insurance Contributions FY 2017



Gila County Employee Insurance Contributions FY 2017

Effective 07-01-16

Single Coverage PPO and HDHP

	Monthly Premium without HRA discount	Pay period premium without HRA discount
Medical	62.50	31.25
Vision	2.00	1.00
Ameritas Dental Network	4.00	2.00
TOTAL	68.50	34.25
ANY Dental Network	7.10	3.55

Family Coverage

	Monthly Premium without HRA discount	Pay period premium without HRA discount
Medical	299.50	149.75
Vision	5.00	2.50
Ameritas Dental Network	16.00	8.00
TOTAL	320.50	160.25
ANY Dental Network	23.40	11.70

Health Risk Assessment participation results in a \$20 per month (\$10 per pay period) earned premium reduction.

INFORMATION REGARDING HEALTH SAVINGS ACCOUNTS – H.S.A.'S (WITH HDHP ONLY)

Single Coverage: Gila County will put \$10 per month in an H.S.A account.
 Gila County will match up to an additional \$40 per month
 Total possible contribution from Gila County per year - \$600
 Total new contribution limit into H.S.A. for 2015- \$3,350 (additional carryover allowed)

Family Coverage: Gila County will put \$25 per month into an H.S.A account
 Gila County will match up to an additional \$75 per month
 Total possible contribution from Gila County per year- \$1200
 Total new contribution limit into H.S.A. for 2015 -\$6,750 (additional carryover allowed)

Schedule A: Employee Insurance Contributions FY 2016



Gila County Employee Insurance Contributions FY 2016

Effective 07-01-15

Single Coverage

	Monthly Premium without HRA discount	Pay period premium without HRA discount
Medical	59.00	29.50
Vision	2.00	1.00
Ameritas Dental Network	4.00	2.00
TOTAL	65.00	32.50
ANY Dental Network	7.10	3.55

Family Coverage

	Monthly Premium without HRA discount	Pay period premium without HRA discount
Medical	285.00	142.50
Vision	5.00	2.50
Ameritas Dental Network	16.00	8.00
TOTAL	306.00	153.00
ANY Dental Network	23.40	11.70

Health Risk Assessment participation results in a \$20 per month (\$10 per pay period) earned premium reduction.

INFORMATION REGARDING HEALTH SAVINGS ACCOUNTS – H.S.A.'S (WITH HDHP ONLY)

Single Coverage: Gila County will put \$10 per month in an H.S.A account.
 Gila County will match up to an additional \$40 per month
 Total possible contribution from Gila County per year - \$600
 Total new contribution limit into H.S.A. for 2015- \$3,350 (additional carryover allowed)

Family Coverage: Gila County will put \$25 per month into an H.S.A account
 Gila County will match up to an additional \$75 per month
 Total possible contribution from Gila County per year- \$1200
 Total new contribution limit into H.S.A. for 2015 -\$6,650 (additional carryover allowed)

ARF-3718

Regular Agenda Item 2. J.

Regular BOS Meeting

<u>Meeting Date:</u>	04/19/2016		
<u>Submitted By:</u>	Jacque Sanders, Asst. County Manager/Librarian		
<u>Department:</u>	Asst County Manager/Library District		
<u>Fiscal Year:</u>	2017	<u>Budgeted?:</u>	Yes
<u>Contract Dates</u> <u>Begin & End:</u>	July 1, 2016 - June 30, 2017	<u>Grant?:</u>	Yes
<u>Matching</u> <u>Requirement?:</u>	No	<u>Fund?:</u>	Renewal

Information

Request/Subject

Grantee Agreement GRA-RC004-17-0838-01 between the Gila Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) and Gila County Library District, July 1, 2016 - June 30, 2017.

Background Information

The Gila County Library District's "First Things First Parent Education Community-Based Training Grant" is a government to government agreement with the Gila Regional Council. It is a 12-month contract that shall become effective on July 1, 2016, and shall terminate on June 30, 2017. This grant is renewable for two additional twelve-month periods. Total funds available are \$60,000 for the first funding period and renewal will be contingent upon satisfactory contract performance, evaluation and continued available funding. This agreement continues the Parenting Outreach and Awareness -Early Literacy strategy that began in fiscal year 2011.

Evaluation

The current Early Literacy Grant from "First Things First" has been highly successful in providing curriculum materials and educational training to the libraries in the service area for their use in programming and training for parents. Additionally, library staff have heard only positive comments regarding the training provided to parents on the importance of early literacy skills and the importance of reading to their children. At this time, 1,815 children ages birth to five are enrolled in this program and receive books each month to foster the importance of reading, the six pre-reading skills, and provide parents with material to read each month. Since 2011, an additional 1,831 children have 'graduated' out of this program by turning five, for a total of 3,646 children that have been served in the Gila Region since the inception of this program. An average of 33 children each month 'graduate'. The public libraries are continuing to tailor and adapt programming geared at these ages, to encourage families to expand the reading opportunity by visiting the library and borrowing other books to read.

Conclusion

Of all the programs that the Gila County Library District administers, fosters, or promotes, this grant gives staff the opportunity to reach the most residents, and creates a climate and culture to develop the pre-reading skills necessary for literacy in children. The grant has a goal of maintaining 1,800 children in this program, as well as distributing 360 resource guides.

Recommendation

Staff recommends that the Board of Directors approve this government to government agreement for the First Things First Parent Education Community-Based Literacy Grant for the amount of \$60,000 for fiscal year July 1, 2016, through June 30, 2017.

Suggested Motion

(Motion to adjourn as the Gila County Board of Supervisors, and convene as the Gila County Library District Board of Directors) Information/Discussion/Action to approve Grantee Agreement GRA-RC004-17-0838-01 between the Gila Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) and Gila County Library District in the amount of \$60,000 for fiscal year July 1, 2016, through June 30, 2017. **(Jacque Sanders) (Motion to adjourn as the Gila County Library District Board of Directors, and reconvene as the Gila County Board of Supervisors).**

Attachments

Gila Region grant 2017

FTF grants Uniform terms and conditions

FTF Standards of Practice

FTF mandated reporting Child Maltreatment

FTF Requirements for on site child care

FTF Target Service Units

County Attorney Comment

Government Agreement Summary

GRA Number: GRA-RC004-17-0838-01

Region/Funding Source:

Gila Regional Partnership Council

Applicant Information:

Gila County Library District

1400 E Ash Street

Globe, AZ 85501

Contact Name: Jacque Sanders

Email: jsanders@gilacountyaz.gov

Phone: (928) 402-8770

Strategy: Parenting Outreach and Awareness

Amount Available for Award: \$60,000

Target Service Units:

Parenting Outreach and Awareness

- 21,600 books distributed
- 360 local resource guides distributed
- 0 workshops held
- 0 events held
- 0 participating practices

Brief Description:

In order to meet the needs of young children and their families in the region the Gila Regional Partnership Council is funding the Parenting Outreach and Awareness strategy with a specific focus on early literacy. It is expected that the grantee will continue to implement Dolly Parton's Imagination Library program throughout Gila County. This agreement will be with the Gila County Library District.

Grant Term/Estimated Start Date:

The estimated grant term is July 1, 2016 through June 30, 2017, unless terminated, cancelled or extended.

Contact Information:

Marjorie Bennett

Fiscal Specialist

First Things First

Email: mbennett@azftf.gov

Phone: (602) 771-5084

GOVERNMENT AGREEMENT

GRA-RC004-17-0838-01

**Between The
Arizona Early Childhood Development and Health Board
Gila Regional Partnership Council
(First Things First)
And
Gila County Library District
(Grantee)**

I. Purpose

In order to meet the needs of young children and their families in the region the Gila Regional Partnership Council is funding the Parenting Outreach and Awareness strategy with a specific focus on early literacy. It is expected that the grantee will continue to implement Dolly Parton's Imagination Library program throughout Gila County. This agreement will be with the Gila County Library District.

II. Term, Renewal

The term of this Agreement is July 1, 2016 through June 30, 2017. The parties may renew this Agreement for up to two (2) additional twelve (12) month extensions (including lesser parts thereof).

III. Description of Services

A. Brief Statement of Need

The Gila Regional Partnership Council has identified the need to ensure that families of young children are aware of and offered information about parenting. Given the important role that parents and families have as their child's first and most important teacher, providing information, services, and programs that support families must be part of the continuum of strategies within the family support system to meet the universal needs of all families.

B. Brief Statement of Strategy

When implemented, the Parenting Outreach and Awareness strategy provides families of young children with information, materials or connections to resources and activities that increase awareness of early childhood development and health. In most cases, outreach and awareness alone are not sufficient to make or sustain a behavior change. While awareness may increase, families may not have the resources or tools to effectively implement the change. For example, families may have heightened awareness of the

benefits of reading to their child, but do not understand how to select books that are developmentally appropriate or know how to read to children at different developmental stages. Additionally, they may not have access to books (e.g., may not be able to afford books; may not live near a library, or they may not have transportation to get to the nearest library).

C. Brief Statement on Target Population

Families of young children birth to age 5 residing in the Gila region. Programs funded under this Agreement must provide services throughout the region.

IV. GRANTEE'S Responsibilities

The Grantee shall:

- A. Prior to entering into this Agreement, have completed and submitted to First Things First for review and approval the following forms and documents:

1. Agency/Organization Profile
2. Program Personnel Table/Program Organization Chart
3. Required Narrative Responses
4. Implementation Plan
5. Line-Item Budget and Budget Narrative
6. Funding Sources and Financial Controls

The completed forms and documents comprise part of this Agreement.

- B. In providing programming described in Section IV.A, the Grantee shall act in accordance with its Program Questions and Narrative Responses; the approved budget; and the following First Things First documents: the Scope of Work (Exhibit A), Guidance Materials (Exhibit B), and the Data Security Guidelines and Requirements for Collaborators (Exhibit C).
- C. Coordinate and collaborate with all First Things First grant recipients, as collaboration is critical to developing a seamless service delivery system for children and families.
- D. Submit timely the reports described in Section VI.

V. Reimbursement/Payment

- A. First Things First shall pay the Grantee on a cost-reimbursement basis for expenses approved in the budget, up to \$60,000, on the terms described in this Section.
- B. Payment is conditioned upon receipt by First Things First of timely, accurate and complete (i) reimbursement documents, (ii) Program Narrative Reports and (iii) Data Submission Reports submitted via the First Things First Partner Grant Management System (PGMS). Payments shall be made only for those services performed or goods received.

- C. The Grantee shall submit reimbursement requests at least quarterly, though not more frequently than monthly. **The Grantee shall submit a final reimbursement request marked "final" no more than forty-five (45) days after the Agreement end date.** Expenses eligible for reimbursement must be paid, accrued or obligated by the Grantee by the Agreement term end date. Final payment shall be contingent upon receipt of all fiscal, programmatic, and data reports required of the Grantee under this Agreement. Requests for reimbursement received later than forty-five (45) days after the Agreement end date will not be paid.
- D. Funds provided to the Grantee under this Agreement shall only be used to fulfill the Grantee's responsibilities under this Agreement. Any questions regarding the appropriate use of the funds shall be resolved by mutual agreement between the parties.
- E. If the Grantee receives reimbursement for expenditures that are disallowed by an audit exception by First Things First, the state or the federal government, the Grantee shall promptly repay the funds to First Things First.

VI. Quarterly Program Narrative and Data Submission Reporting Requirements

- A. At a minimum, the Grantee shall submit quarterly one Program Narrative Report and one Data Submission Report by the 20th of the month following the quarter via PGMS. Failure to submit timely reports will result in suspension of reimbursement. The reports shall contain such information as deemed necessary by First Things First.
- B. Program Narrative and Data Submission Reports are due:

1 st Quarter (July 1 - September 30)	Due: October 20
2 nd Quarter (October 1 - December 31)	Due: January 20
3 rd Quarter (January 1 - March 31)	Due: April 20
4 th Quarter (April 1 - June 30)	Due: July 20
- C. If the Grantee provides services to more than one First Things First region (multi-regional strategies), the Grantee shall collect, store and report the data for the Data Submission Reports separately for each region served.

VII. General Terms

- A. FTF Grants Uniform Terms and Conditions. First Things First's Grants Uniform Terms and Conditions (revision date November 2015) are hereby incorporated by reference into this Agreement as if fully set forth herein. Copies of this document are available at <http://www.azftf.gov/WhatWeDo/Funding/Pages/Eligibility.aspx> (under Eligibility), by emailing grants@azftf.gov or by calling the First Things First Procurement Specialist, at 602-771-5114.

- B. **Working on Tribal Land.** If the Grantee performs any work under this Agreement on sovereign land of an Indian tribe or nation, the Grantee shall comply with any requirements set forth by the tribal government in relation to essential functions of the grant operation, including data collection. It is a material requirement of this Agreement that the Grantee follow all First Things First tribal policies and procedures including the Tribal Data Policy, complete all Institutional Review Board (IRB) requirements, obtain all appropriate parental consents and obtain appropriate tribal approvals as designated by tribal authorities.
- C. **Non-Discrimination.** The provisions of State Executive Order 2009-09 are incorporated herein by reference. These provisions mandate, in part, that contractors will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex or national origin. The Grantee shall also comply with all other applicable state and federal statutes, regulations and executive orders concerning non-discrimination practices, including the Americans with Disabilities Act and Federal Executive Order No. 13279 – Equal Protection of the Laws for Faith-Based and Community Organizations.
- D. **Records.** Pursuant to A.R.S. § 8-1174, the Grantee shall retain and shall contractually require each subcontractor and subgrantee to retain all books, accounts, reports, files and other records (“records”) relating to the Agreement for a period of five years after the completion of the Agreement. All records shall be subject to inspection and audit by the State (including First Things First) and by an independent auditor at all reasonable times. Upon request, the Grantee shall produce any or all such records at First Things First’s main office in Phoenix, Arizona.

Notwithstanding the foregoing paragraph, pursuant to 2 C.F.R. § 200.333, if the grant includes federal pass-through funds, then the Grantee shall retain and shall contractually require each subcontractor and subgrantee to retain all records pertaining to the federal pass-through funds for a period of three years from the date of submission of the final expenditure report and until any litigation, claims or audit findings involving the records have been resolved and final action taken. All such records shall be accessible and subject to audit in accordance with 2 C.F.R. § 200.336. This paragraph does not apply to a grantee, subgrantee or subcontractor that is a federal agency.

- E. **Non-Availability of Funds.** Every payment obligation of First Things First under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by First Things First at the end of the period for which funds are available. No liability shall accrue to First Things First in the event this provision is exercised, and First Things First shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

- F. Relationship of Parties. The Grantee under this Agreement is an independent contractor. Neither party to this Agreement shall be deemed to be the employee or agent of the other party.

VIII. Agreement Administration and Operations

- A. Advertising, Publishing and Promotion of Agreement. The Grantee shall not use, advertise or promote information for commercial benefit concerning this grant without the prior written approval of First Things First.
- B. Review of Printed Materials. First Things First must review and approve all Grantee publications and/or media funded or partially funded through this Agreement for compliance with this Agreement. The Grantee shall submit to First Things First via PGMS all print and electronic materials related to the programs and services funded under this Agreement before publicly distributing those materials so that First Things First may first review and approve prior to release. If deemed necessary by First Things First, the Grantee shall revise the materials as indicated by First Things First before publicly distributing the materials. First Things First shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.
- C. Acknowledgment of FTF Funding. The Grantee shall recognize First Things First as a funding source of programs and services funded in whole or part under this Agreement in all publicly distributed print or electronic materials related to those programs and services. The Grantee shall make this recognition in a manner described in First Things First's most current protocol and style guide. First Things First will post any updates to the protocol and style guide under the Grantee Resources section of PGMS. The Grantee shall also recognize First Things First as a funding source of programs and services funded in whole or part under this Agreement in all formal oral presentations and media interviews related to those programs and services.
- D. Public Awareness Efforts. The Grantee shall consult with First Things First in the planning of public awareness/marketing strategies, such as websites, advertising or media campaigns, related to the programs or services funded under this Agreement.
- E. Property of the State. Any materials and data required to be collected, delivered or created under this Agreement, including but not limited to reports, computer programs and other deliverables, are the sole property of the State (First Things First). The Grantee is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Grantee shall not use or release these materials without the prior written consent of First Things First.
- F. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade

secrets created or conceived pursuant to or as a result of this Agreement and any related subcontract or subgrant ("Intellectual Property"), shall be work made for hire and First Things First shall be considered the creator of such Intellectual Property. First Things First shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. The Grantee shall notify First Things First, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s) and subgrantee(s). The Grantee, on behalf of itself and any subcontractor(s) and subgrantee(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by Grantee or its subcontractor(s) and subgrantee(s) to any entity not the State without the express written authorization of First Things First.

- G. **Sectarian Purposes.** Funds provided under this Agreement may not be expended for any sectarian purpose or activity, including religious worship or instruction. Additionally, the Grantee shall implement the programs or services funded under this Agreement consistent with the First Amendment of the United States Constitution. With respect to these programs or services, the Grantee also shall not discriminate against any program or service beneficiary or applicant on the basis of religion. First Things First reserves the right to verify or monitor compliance with this paragraph. The Grantee shall repay any funds awarded under this Agreement that the Grantee spends in violation of this paragraph.

IX. Indemnification

- A. **Not State Agency.** This paragraph applies if the Grantee is not a department, agency, board, commission or university of the State. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, costs or expenses (including reasonable attorneys' fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor including its officers, officials, agents, employees or volunteers. The State of Arizona, Early Childhood Development and Health Board (First Things First) is self-insured per A.R.S. § 41-621.
- B. **Patent and Copyright.** The Grantee shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of grant performance or use by the State of materials furnished or work performed under this Agreement. The State shall reasonably notify the Grantee of any claim for which it may be liable under this paragraph. This paragraph does not apply if the Grantee is insured pursuant to A.R.S. § 41-621.

C. Subcontractors. The Grantee shall contractually require its subcontractors and subgrantees, if any, to defend, indemnify and hold harmless the State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents and employees ("State") from and against any and all Claims (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the subcontractor or subgrantee or any of its owners, officers, directors, agents, employees, volunteers, or subcontractors. This indemnity shall include any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the subcontractor or subgrantee to conform to any federal, state or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the subcontractor or subgrantee from and against any and all Claims. It is agreed that the subcontractor or subgrantee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The subcontractor or subgrantee shall agree to waive all rights of subrogation against the State for losses arising from the work performed by the subcontractor or subgrantee for the State.

X. Insurance.

The Grantee shall provide a Certificate of Self-Insurance. The Certification shall be sent directly to First Things First, Fiscal Specialist, 4000 N. Central, Suite 800, Phoenix, Arizona 85012. If the Grantee is a department, agency, board, commission or university of the State of Arizona, then the Certificate of Self-Insurance requirement does not apply.

In addition, the Grantee shall contractually require its subcontractors to procure and maintain until all of its obligations have been discharged or satisfied, including any warranty periods under this Agreement, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work by the subcontractor and its owners, officers, directors, agents, employees, or volunteers. The insurance policies shall be in accordance with recommendations of the Risk Management Division of the Arizona Department of Administration, including its published Insurance Modules, and in consultation with First Things First.

XI. Termination Upon 30 Days Notice

In addition to the termination provisions incorporated by reference, either party may terminate the Agreement for any or no reason by giving at least thirty (30) days written notice of termination to the other party. If the Grantee requests termination under this provision, the Grantee shall cooperate with reasonable requests from First Things First to decrease services and costs related to the Agreement.

XII. Notices

The Grantee shall address all notices related to this Agreement to:

First Things First
Finance Division
4000 N. Central Avenue, Suite 800
Phoenix, AZ 85012

First Things First shall address all notices related to this Agreement to:

Gila County Library District
1400 E Ash Street
Globe, AZ 85501

XIII. Authority to Execute this Agreement

Each individual executing this Agreement represents and warrants that he or she is duly authorized to do so.

XIV. In Witness Whereof

The parties hereto agree to carry out the provisions of this Agreement.

**FOR AND BEHALF OF
Gila County Library District**

**FOR AND BEHALF OF THE
Arizona Early Childhood Development
And Health Board**

Michael A Pastor
Chairman, Gila County Board of Supervisors

Josh Allen
CFO/COO

Date

Date

Government Agreement Attachments and Exhibits

Attachment A	Agency/Organization Profile
Attachment B	Program Personnel Table/Program Organization Chart
Attachment C	Required Narrative Responses
Attachment D	Implementation Plan
Attachment E	Line Item Budget and Budget Narrative
Attachment F	Funding Sources and Financial Controls
Exhibit A	Overview of First Things First and Scope of Work
Exhibit B	Guidance Materials
Exhibit C	Data Security Guidelines and Requirements for Collaborators

Agency/Organization Profile

A. Agency/Organization:

Program Name Early Literacy – Parent Outreach and Awareness

Agency Gila County Library District Contact Person Jacque Sanders

Address 1400 E Ash Street Position County Librarian

Address _____ Email jsanders@gilacountyaz.gov

City, State, Zip Globe, AZ 85501 Phone (928) 402-8770 Ext _____

County Gila Fax (928) 425-3462

Employer Identification Number: 86-6000444

Agency Classification: ☐ State Agency ☒ County Government ☐ Local Government ☐ Schools

☐ Tribal ☐ Faith Based ☐ Non Profit ☐ Private Organization ☐ Other

Have you previously conducted business with First Things First using this EIN? ☒ Yes ☐ No
If not, or if there has been address or EIN changes, please go to https://gao.az.gov/sites/default/files/GAO-W-9_072815-S%26S%26A.pdf, download the State of Arizona Substitute W-9 Form, and submit with your application.

Congressional district (federal) in which agency provides most services: District # 1

Legislative district (state) in which agency provides most services: District # 6,8
Go to <http://www.azredistricting.org> and click on Final Maps to identify your congressional and legislative district

Approximate federal funding (from a federal source) to be received in current fiscal year? \$ 0.00

Agency's fiscal year-end date: June 30

Agency's accounting method: ☐ Cash ☒ Accrual

Does your organization undergo an annual independent audit in accordance with 2 CFR Part 200, Subpart F? ☒ Yes ☐ No

Contact information for firm conducting agency audit:

Audit firm: Office of the Auditor General

Address: 2910 N 44th Street, suite 410, Phoenix, AZ 85018

Phone: (602) 553-0333

B. Proposed Program Information/Description:

Amount requested: \$60,000

Service area of proposed program: The communities of Gila County and Tribal Lands including the Tonto Apache Tribe, not including the portion of the Fort Apache Indian Reservation within Gila County, and not including the portion of the San Carlos Apache Indian Reservation within Gila County

Target population of proposed program: 1800 (78 % of the 2321 children ages birth to 5 years per 2010 U.S. Census Data)

Number of books distributed: 21,600

Number of local resource guides distributed: 360

Number of workshops held: 0

Number of events held: 0

Number of participating practices: 0

Please provide a brief description (250 words or less) of the proposed program, including service area and target population. This description may be used by First Things First for public information regarding the grant.

The Gila County Library District will continue to oversee a collaborative early literacy effort among the District, Globe Public Library, Hayden Public Library, Isabelle Hunt Memorial Library, Miami Memorial Library, Payson Public Library, Tonto Basin Public Library, Young Public Library, and Gila County Health Department (WIC) to promote early literacy development in young children, birth to age five, by conducting outreach presentations to parents/caregivers at various locations throughout the Gila Region portion of Gila County. The District will enroll the children of the parents/caregivers who attend the information sessions in "The Imagination Library." The Imagination Library Program will mail age appropriate, professionally selected books monthly to each child enrolled.

Gila County Library District will continue encouraging the existing "Every Child Ready to Read" and "Brain Time" early literacy programs in libraries that provide training to parents about the importance of early literacy development for young children birth through age five.

Gila County Library District will persist in its collaborative efforts with other Gila Region grantees as well as the Gila County WIC program, Battered Women's shelters, Teen Pregnancy Programs, and local hospitals in an effort to reach as many parents/caregivers of children birth through age 5 with our Early Literacy message.

C. Contact Information:

The First Things First Partner Grant Management System (PGMS) has four contact slots per contract. The same person may be assigned to more than one slot.

Main Contact: is responsible for the overall program and will have access to all financial, programmatic, and data reports in PGMS.

Finance Contact: is responsible for the submission of reimbursement requests through PGMS and will have access

to budget and reimbursement information in PGMS.

Program Contact: is responsible for program implementation and will have access to the program and data reports in PGMS.

Evaluation Contact: is responsible for the program evaluation and data collection activities and will have access to only the data reports in PGMS.

PGMS Contacts		
Main Contact	Name: Jacque Sanders	Email: jsanders@gilacountyaz.gov
	Title/Position: County Librarian	Phone: (928) 402-8770
	Physical Address (if different than the agency address):	
Finance Contact	Name: TBH	Email:
	Title/Position: Public Services Librarian	Phone: (928) 402-8768
	Physical Address (if different than the agency address):	
Program Contact	Name: TBH	Email:
	Title/Position: Public Services Librarian	Phone: (928) 402-8768
	Physical Address (if different than the agency address):	
Evaluation Contact	Name: TBH	Email:
	Title/Position: Public Services Librarian	Phone: (928) 402-8768
	Physical Address (if different than the agency address):	

Attachment B

Program Personnel Table

In the following table, provide a list of all personnel or positions that will be fully or partially funded through the proposed program. For Key Personnel, include the name and position title; pertinent background and/or expertise that specifically relates to the program, including degrees, field of study, number of years in the field, and other qualifications that align with the Standards of Practice requirements; and their roles and responsibilities. If the position is to be hired (TBH), then describe the desired background/expertise/degrees and field of study. For all personnel, provide the Full Time Equivalent (FTE) for each position. *Example:*

Key Personnel - fully or partially funded through proposal - directly responsible for program implementation/services			
Name/ Position Title	Background/Expertise* (include qualifications that align with the Standards of Practice)	Key Roles and Responsibilities	FTEs funded through the program
TBH/ Public Services Librarian		Grant Administration, Financial, Program, Evaluation Contact for FTF PGMS	.10
Additional Personnel - fully or partially funded through proposal - not directly implementing or have direct program oversight			
Program Total:			.10

* Resumes and/or job descriptions for key personnel may be requested at any time but unless otherwise indicated, they do not need to be submitted. If awarded and the program undergoes changes in staff, a Staff Change Notification form along with an updated version of this table will need to be submitted to First Things First within 14 days of the proposed change.

Program Organization Chart

For all of the personnel or positions that will be fully or partially funded through the proposed program, provide a program organizational chart that illustrates the hierarchy of positions/responsibilities specific to the proposed program.

For this grant, only a portion (10%) of the Public Services Librarian will be funded through this program, therefore an organization chart is not applicable.

Required Narrative Responses

Provide a narrative response that addresses the following items.

- a) Provide a description of how Dolly Parton's Imagination Library program will be implemented and how the grantee will collaborate with other grantees and service providers in the region to refer parents and families to parenting education workshops and other activities in the Gila Region that focus on early language and literacy development.

The Gila County Library District will continue to oversee a collaborative early literacy effort among the District, Globe Public Library, Hayden Public Library, Isabelle Hunt Memorial Library, Miami Memorial Library, Payson Public Library, Tonto Basin Public Library, Young Public Library, the Gila County Health Department (WIC), Teen Outreach Pregnancy Services, and other area agencies to promote early literacy development in young children, birth to age five, by conducting outreach presentations to parents/caregivers at various locations throughout Gila County. Gila County Library District will persist in its collaborative efforts with Read On Collaborative partners, Battered Women's shelters, Head Start, local schools, the Health Department, and local hospitals striving to reach as many parents/caregivers of children birth through age 5 as possible with our Early Literacy message.

The District will enroll the children of the parents/caregivers who participate in the information sessions in "The Imagination Library." The Imagination Library Program will mail age appropriate, professionally selected books monthly to each child enrolled. This project builds on the work that the public libraries already do regarding early childhood literacy efforts. Since 2005, those efforts have included information regarding the importance of early literacy development for young children, providing training to parents and caregivers at public gathering places and community events outside the public library setting, and including the foundational building blocks to early literacy development in story times and other preschool activities in the library setting.

Due to the lag time in receiving the first book (6-8 weeks) from Dolly Parton Imagination Library, we plan to continue to give every child a beginning book at the time of registration so that parents can begin practicing the early literacy skills learned as soon as possible. This allows each family to have an immediate "take home" to reinforce both the importance of reading and the program itself.

The Gila County Library District staff and the staff at the local public libraries will be actively involved in enrolling children at the libraries, at other venues, and at community events throughout service area of the Gila Region Council in order to access hard-to-reach families. Gila County Library District will continue encouraging the existing "Every Child Ready to Read" and "Brain Time" early literacy programs in libraries that provide training to parents about the importance of early literacy development for young children birth through age five.

The Gila County Library District staff and the staff at the local public libraries are actively engaged in collaborative efforts with other First Things First grantees to cross-promote programs and provide awareness and advocacy for early childhood programs throughout the region. Other access points for reaching families will be at community events in each local community, social service agencies, and typical stopping places for parents such as grocery stores, churches, hospitals and doctor's offices.

Gila County Library District will continue to collect data from the Dolly Parton Imagination Library Book Order Program, our community partners and the public library staffs. This data will be used to concentrate efforts to find children that have not yet been registered in the program. Data collected from the annual parent survey will be evaluated to determine if the program is effective, and to make adjustments as necessary. Local resource guides will be mailed with each survey. In addition, the Public Services Librarian and each library will distribute local resource guides.

- b) Provide a description of the following related to the target population of families of young children birth to age 5 residing in the Gila region to be served by the proposed program:
- How the program will specifically address the target population identified in this agreement. How the Target Service Number based on the Unit of Service(s) included in the Scope of Work (Exhibit A) will be achieved.
 - How the program will meet the needs of the targeted population in terms of being culturally responsive, linguistically appropriate, age appropriate and gender responsive.
 - How recruitment and outreach efforts, and engagement and retention practices will be employed in this program for the targeted population.

The Dolly Parton Imagination Library mails age appropriate books to children age birth to five enrolled in this program. The Book Selection Committee is comprised of professional educators, authors, health professionals, and parents who review and update the list of age appropriate titles each year. For 2016, bilingual books have been added to each age level, along with new award winning titles. Research regarding participation in the Imagination Library, conducted by the Center for Urban and Regional Applied Research (CURAR), indicates that, "greater exposure to the program (i.e., increased access to books) was associated with more frequent child-directed reading and discussion of the story. These results persisted when controlling for the effects of child age, gender, family income, parental education, race, parental nation of birth, and primary language." (Frank Ridzi Ph.D.i Monica R. Sylvia Ph.D.ii and Sunita Singh Ph.D.iii Le Moyne College Center for Urban and Regional Applied Research (CURAR), Imagination Library: Do More Books in Hand Mean More Shared Book Reading? July 2011)

The Target Service Units are based on the number of children served each month. As of March 2016, there were 1,815 children enrolled in the Gila Region. In addition, each library receives one book in each age level category each month. Beginning in May 2015, the Public libraries no longer

receive these extra books. Each month, approximately 33 children age out of the program by turning five, approximately 5 children move out of the service area, and approximately 35-40 new enrollees are added each month. While monthly enrollment fluctuates, enrollment has had a net increase of 80 children over the past year. We would expect this trend to continue.

Target Areas	2010 Census Data Birth to 5 yrs.	Enrollments in Imagination Library *	Target Population Reached
Globe/Miami	1101	854	78 %
Hayden/Winkelman	78	61	78 %
Payson/Star Valley/Gisela	953	810	85 %
Pine/Strawberry	55	49	89 %
Tonto Basin/Roosevelt	108	61	56 %
Young	17	25	147%

* Enrolled as of March 2016

According to census data, there are 2,312 children birth to age 5 in the Gila Region. For March 2016, 1860 books were mailed (including the 45 library books), which represents 80% of the children eligible will receive a book from the Imagination Library.

The Gila County Library District, staff from the affiliate libraries, and staff from the Gila County Health Department are all engaged in maintaining the child list, entering new enrollees, and updating address information for those who move within the region.

- c) Identify capacity or infrastructure building which will be needed to provide Dolly Parton's Imagination Library program, including agreements and partnerships with other departments and agencies, additional resources, and training and technical assistance.

The Gila County Library District has adequate capacity to provide the Imagination Library Program. Existing arrangements with the Gila County Health Department, WIC program, ensures that information is shared with parents who participate in WIC, and children are enrolled in the Imagination Library Program. Library District staff and local library staff participate in several community outreach events throughout the year to reach additional families. The Gila County Library District provides training and resources to new library staff regarding early literacy efforts, and the Arizona State Library provides training statewide on early literacy information, engagement and programming.

- d) Identify barriers to providing Dolly Parton's Imagination Library program and plans for addressing these barriers.

- Please address how the program will ensure books are received by children and families enrolled in the Dolly Parton Imagination Library to build their home libraries.
- Please address a plan for the undeliverable books due to incorrect mailing address, families moving, etc.
 - i. Identify the process for managing a possible inventory of undeliverable books

The Dolly Parton Imagination Library is designed to mail age appropriate books to enrolled children. This program currently operates in more than 1,600 communities in the United States, Canada, and the United Kingdom, and mails more than 750,000 books monthly. Since the books are mailed at the lowest possible postage rate, they are not eligible for forwarding. Therefore, the Imagination Library works very closely with the United States Postal Service to ensure that mailing addresses are correct and books are delivered. The Imagination Library portal links to the NCOA (National Change of Address) database to ensure that addresses are entered in the appropriate format for delivery and the Operations Training Manual and Reference Guide, updated October, 2015, outlines procedures for postal information. Each month the Imagination Library notifies the Gila County Library District which books were undeliverable utilizing the NCOA list. Every staff member and volunteer is provided the Operations Training Manual and Reference Guide. The initial enrollment information includes phone numbers and email addresses, and every effort is made to contact parents and update the mailing information when an address is placed on the NCOA list. If parents cannot be contacted, the children are removed from the child list to prevent additional books being mailed to undeliverable addresses.

Each local library has developed a relationship with their local postmaster to obtain the undeliverable books, which otherwise wind up in the dead letter file. The libraries and the Library District utilize these undeliverable books by redistributing them as first books for newly enrolled children.

- e) Describe plans to recruit and locate personnel within the geographical region of the provided program that meet the staff qualification standard detailed in the Standards of Practice, and are linguistically appropriate and culturally responsive for the population to be served. If there is anticipated difficulty in hiring qualified personnel, include a plan and timeline for supporting staff to meet the qualification standard.

The Gila County Human Resources Department is currently recruiting a qualified individual to fill the Public Services Librarian position. It is anticipated that this position will be filled within 30 days, and the appointee will be fully trained prior to the new grant year.

- f) Describe steps that will be taken to promote collaboration with other government departments and partners working with the agency.

Gila County Library District will persist in its collaborative efforts with Read On Collaborative partners, Battered Women's shelters, Head Start, local schools, the Health Department, and local

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hospitals striving to reach as many parents/caregivers of children birth through age 5 as possible with our Early Literacy message. The Gila County Library District staff and the staff at the local public libraries are actively engaged in collaborative efforts with other First Things First grantees to cross-promote programs and provide awareness and advocacy for early childhood programs throughout the region. The Public Services Librarian will continue to attend and participate in First Things First grantee meetings and will visit all local schools and Headstart programs in the coming year.

- g) Describe the plan and resources necessary to meet FTF basic reporting requirements and maintain data securely and confidentially.

All data collected for the Dolly Parton Imagination Library Program is stored in the online book order system of the Program. This secure portal has restricted access to data, and is not shared with any other group for any purpose. All registration forms are shredded after the information contained within has been entered into the book order system at www.imaginationlibrary.com. Data will only be used to deliver books to children and mail the annual parent survey. The Public Services Librarian will be responsible for all reporting requirements through the First Things First PGMS portal. In addition, the County Librarian will continue to maintain access to PGMS and is trained to fulfill all reporting requirements, to ensure continuity.

Attachment D - Implementation Plan

The Implementation Plan should illustrate the critical activities in developing, initiating, and implementing the program. The following table should be expanded as necessary to include the activities that demonstrate effective program planning and implementation.

Implementation Plan

July 1, 2016 – June 30, 2017

Activities	Task	Person Responsible	Date Task Will Be Completed	Support Documentation
Timesheets/payroll	Fill out timesheets	Public Services Librarian - TBH	Weekly on Mondays	Filed with Gila County Payroll Finance Department
	Process reimbursement requests for payroll from FTF	Public Services Librarian - TBH	Monthly	Filed with FTF PGMS
Promotion of Early Literacy Programming in Gila County. Registration of Children into Imagination Library	Register Children for Imagination Library	Public Services Librarian -- TBH, library Staff, WIC staff	July 2016 through June 2017	Registrations will be turned in to Library District for input into Imagination Library System
	Locate venues for reaching children whose parents do not come to libraries or WIC, including hospital visits	Public Services Librarian - TBH	Monthly	Monthly reporting
	Data updates for change of address	Public Services Librarian - TBH	Monthly	Handled monthly
Foundation Site	NCOA Alerts for "Bad" addresses	Public Services Librarian - TBH	Monthly	Monthly reports online 2 nd week of each month
	Process invoices for book orders from Dollywood Foundation Imagination Library	Public Services Librarian - TBH	Monthly	Filed with Gila County Finance Department

Invoicing	Process all other invoices for Early Literacy programming	Public Services Librarian - TBH	As the need arises	Filed with Gila County Finance Department
	Input Paid Invoices to First Things First	Public Services Librarian - TBH	Monthly	Filed with FTF PGMS
Data/Narrative Reports	Upload Data Report to FTF	Public Services Librarian - TBH	Quarterly	Filed with FTF PGMS
	Upload Narrative Report to First Things First	Public Services Librarian - TBH	Quarterly	Filed with FTF PGMS
	Poll Kindergarten Teachers	Public Services Librarian - TBH	September	Keep on file at GCLD and report to FTF in PGMS
Evaluation	Mail Surveys and resource guides to parents during 4 th quarter	Public Services Librarian - TBH	April-May	Copy of survey on file in GCLD office and report to FTF in PGMS
	Collate responses report results	Public Services Librarian - TBH	June	Report to librarians and include in final quarterly report to FTF PGMS
	Train parents/caregivers by attending parent meetings of various community entities during the year	Jacque Sanders, and Public Services Librarian - TBH,	As often as possible when the occasions arise	Filed with FTF PGMS Data Reports
Early Literacy Training	Train parents/caregivers by video presentation, or one on one training at WIC Clinics and take new registrations for Imagination Library	WIC Clinic Employees	Weekly	Data reports and quarterly narratives to FTF PGMS
	Continue one on one training w/parents	Public library staff, community agencies, Library District staff	Daily as the need arises	Filed with FTF PGMS quarterly reports

Attachment E - Line-Item Budget and Budget Narrative

The budget narrative should provide a clear and concise explanation of the methods used to determine the amounts for each line item in the following line-item budget.

Budget period: July 1, 2016 – June 30, 2017

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		Personnel Services Sub Total	\$3,400.00
Salaries	Public Services Librarian 10% of FTE	3,400.00	
EMPLOYEE RELATED EXPENSES		Employee Related Expenses Sub Total	\$1,427.30
Fringe Benefits or Other ERE	Social Security, Medicare, Workers Comp Health Insurance and ASRS	266.90 1,160.40	
PROFESSIONAL AND OUTSIDE SERVICES		Professional & Outside Services Sub Total	\$46,152.00
Contracted Services	Dollywood Foundation, Imagination Library	46,152.00	
TRAVEL		Travel Sub Total	\$
In-State Travel Out-of-State Travel			
AID TO ORGANIZATIONS OR INDIVIDUALS		Aid to Organizations or Individuals Sub Total	\$
Subgrants or Subcontracts to organizations/agencies/entities			
OTHER OPERATING EXPENSES		Other Operating Expenses Sub Total	\$3,566.70
• Postage	1500 postcards and letters for parent surveys	1,218.50	
• Printing/Copying	Printing 1500 letters, postcards & envelopes	328.00	
• Program Supplies	2000 labels for registration forms	26.00	
• Program Incentives	495 promotional and first books	1,994.20	
CAPITAL EQUIPMENT		Capital Equipment Sub Total	\$
Equipment \$5,000 or greater in value			
NON-CAPITAL EQUIPMENT		Non-Capital Sub Total	\$
Equipment \$4,999 or less in value			
Subtotal Direct Program Costs:			\$54,546.00
ADMINISTRATIVE/INDIRECT COSTS		Total Admin/Indirect	\$5,454.00
Indirect/Admin Costs		\$5454.00	\$
Total		\$	\$60,000.00

Authorized Signature

Jacques Sanders

Date

4/19/2016

Budget Narrative

The purpose of the budget narrative is to provide more clarity and detail on the budget line items. The budget narrative should explain the criteria used to calculate the amounts entered in the line-item budget. The budget narrative should include all budgeted items and correspond directly with the proposed line-item budget using the following categories that apply:

Personnel Services: *Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the program year, indicate the percentage increases for each position and justify the percent of the salary increase.*

The Public Services Librarian spends approximately 10% of her time annually as staff for this grant. This is direct staffing, and includes data input for new registrations to the Imagination Library, data updates for address changes, collection of statistics from libraries, processing invoices, ordering and distributing first books, and inputting data for monthly reimbursements and quarterly reports. This represents a decrease in time spent for this position from the previous grant application, since there is adequate volunteer staffing to assist with a portion of these functions, and since there are no part time temporary personnel to supervise. 10% of the Public Services Librarian salary will be allocated to this grant.

(based on entry level salary as advertised) 34,000 x10% = \$3,400.00

Summary of Personnel Services:

Public Services Librarian- \$ 3,400.00

TOTAL PERSONNEL SERVICES: **\$3,400.00**

Employee Related Expenses: *Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency/organization.*

Gila County provides matching funds for:

FICA at 6.2%	\$210.80	
Medicare at 1.45%	49.30	
Workers Comp. Insurance at .20%	6.80	
		\$ 266.90

In addition, Health Insurance (calculated at 10% of \$7,660) and the County's contribution for Arizona State Retirement (calculated at 11.6% of \$3,400.00) is included, as follows:

Health Insurance	\$766.00	
Arizona State Retirement	394.40	
		\$ 1,160.40

TOTAL EMPLOYEE RELATED EXPENSES: **\$ 1,427.30**

Professional and Outside Services: *If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the program. Explain how all contracts will be procured.*

- Gila County Library District will continue to contract with the Dollywood Foundation Imagination Library to supply a book a month by mail to any child registered in the program. Rate of \$25.64/year per child with a goal of 1800/mo. (21,600/year) for a total of \$46,152.00.

Total Professional & Outside Services:

\$ 46,152.00

Travel: *Separate travel that is in-state and out-of-state. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Explain the relationship of each cost item to the program (e.g., if training or training expenses are requested, explain the topic of the training and its relationship to the program). Applicants **must** use the State of Arizona Travel Policy on rates limitations for mileage, lodging, and meals (<https://qao.az.gov/travel/travel-information>) for both in-state and out-of-state travel.*

Aid to Organizations or Individuals: *In the event that this application represents collaboration and you will be utilizing subcontractors (including subgrantees) to perform various components of the program, include a list of subcontractors, programmatic work each subcontractor will perform, and how costs for each subcontractor are determined.*

Other Operating Expenses: *Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. All items should be categorized in the following categories: Telephones / Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy, Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development (Staff Training, Conferences, Workshops, and Training Fees for Staff), Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives.*

- Postage for 1500 surveys (letters and return address postcards) for parents estimated at \$1,218.50
- Printing of 1500 letters, postcards & envelopes estimated at \$328.00.
- 240 promo first books, and 255 promo books for collaborative partners, and shipping, estimated at \$4.03 ea, for a total of \$1,994.20.
- 2000 labels for mailings, \$26.00.

Total Other Operating Expenses:

\$3,566.70

Capital Equipment: *If allowable within the scope of the grant - For items that are tangible, non-expendable, and movable having a useful life of more than one year and a value of \$5,000 or greater, explain each item to be purchased, how the costs were determined and justify the need for the items based on the scope of work and the benefit to the program. All purchases should be made through competitive bid or using established competitive purchasing procedures.*

Non-Capital Equipment: For items with a unit cost less than \$5,000 and an initial estimated useful life beyond a single year, explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. For example, items such as computers, printers, projectors, etc. each with a unit cost less than \$5,000.

Administrative/Indirect Costs: Administrative costs are general or centralized expenses of overall administration of an agency/organization that receives grant funds and does not include particular program costs. Such costs are generally identified with the agency/organization's overall operation and are further described in 2 CFR 220, 2 CFR 225, and 2 CFR 230.

Indirect costs are costs of an organization that are not readily assignable to a particular program, but are necessary to the operation of the organization and the performance of the program. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Applicants must list either Option A or Option B and provide proper justification for expenses included:

X Option A - Administrative Costs: with proper justification, grantees may include an allocation for administrative costs for up to 10% of the total direct costs requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall management improvement costs; and costs of general liability insurance that protects the agency/organization(s) responsible for operating a program, other than insurance costs solely attributable to the program. Administrative costs may also include that portion of salaries and benefits of the program's director and other administrative staff not attributable to the time spent in support of a specific program.

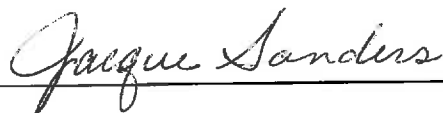
OR

- ☐ **Option B - Federally Approved Indirect Costs:** If your agency/organization has a federally approved indirect cost rate agreement in place, grantees may include an allocation for indirect costs for up to 10% of the direct costs. **Applicants must provide a copy of their federally approved indirect cost rate agreement.**

Total Indirect Costs:

\$5,454.00

Authorized Signature



Date

4-19-2016

Funding Sources and Financial Controls

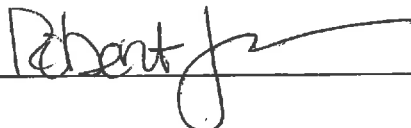
- A. In the following table, identify other funding/resources (including federal, state, local and private funding) that the agency/organization has made or will make available to achieve the objectives of the proposed program. First Things First (FTF) funding can be used to enhance or expand the program funded by these additional funds, but FTF funding cannot supplant or be used to replace any existing state or federal funding for early childhood development and health programs.

Type of Funding (federal, state, local, private) and Agency/Organization Received From:	Brief Description of How the Funding Helps Achieve the Program Objectives	Amount	✓ If used for match on this grant
No additional funding is included in this program			
Total:		0.00	

- B. Describe the financial controls and accountability measures the agency/organization will employ for the proposed program.

Gila County follows the "Uniform Accounting Manual for Arizona Counties" established by the Office of the Auditor General.

Authorized Signature



Date

4/19/16

Exhibit A – Overview of First Things First and Scope of Work

First Things First is designed to meet the diverse needs of children and families in Arizona communities. The statewide First Things First Board and Regional Partnership Councils in local communities across the state share the responsibility of ensuring that early childhood funds are spent on strategies that will result in improved development, health and education outcomes for young children.

Local Regional Partnership Councils are comprised of community volunteers, with each member representing a specific segment of the community that has a role in ensuring that Arizona's children grow up to be ready for school and set for life: parents, leaders of faith communities, tribal representatives, educators, health professionals, business leaders and philanthropists.

First Things First Strategic Direction

First Things First's commitment to young children means more than only funding programs and services. It means having a shared vision about what being prepared for kindergarten actually means. First Things First specifies that programs and services funded by the First Things First Board and Regional Partnership Councils are to address one or more of the following Goal Areas to impact children birth to age five and their families:

- Improve the quality of early childhood development and health programs
- Increase the access to quality early childhood development and health programs
- Increase access to preventive health care and health screenings
- Offer parent and family support and education concerning early childhood development and literacy
- Provide professional development and training for early childhood development and health providers
- Increase coordination of early childhood development and health programs and provide public information about the importance of early childhood development and health

The First Things First Board established a strategic framework with a set of school readiness indicators that provide a comprehensive composite measure to show if Arizona is making progress in providing opportunity for young children to be ready for school and set for life. The strategies funded by First Things First work collectively to develop a comprehensive system across the state and regionally to address the school readiness indicators. The First Things First Board and Regional Partnership Councils determine the priorities and strategies to be funded across the state and throughout the regions assessing the challenges and building on the resources and assets in place.

School Readiness Indicators

- #/% children demonstrating school readiness at kindergarten entry in the development domains of social-emotional, language and literacy, cognitive and motor and physical.
- #/% of children enrolled in an early care and education program with a Quality First rating of 3-5 stars.

- #/% of children with special needs enrolled in an inclusive early care and education program with a Quality First rating of 3-5 stars.
- #/% of families that spend no more than 10% of the regional median family income on quality care and education with a Quality First rating of 3-5 stars.
- % of children with newly identified developmental delays during the kindergarten year.
- #/% of children entering kindergarten exiting preschool special education to regular education.
- #/% of children ages 2-4 at a healthy weight (Body Mass Index-BMI).
- #/% of children receiving at least six well child visits within the first 15 months of life.
- #/% of children age 5 with untreated tooth decay.
- % of families who report they are competent and confident about their ability to support their child's safety, health and wellbeing.

Scope of Work

Statement of Need

The Gila Regional Partnership Council has identified the need to ensure that families of young children are aware of and offered information about parenting. Given the important role that parents and families have as their child's first and most important teacher, providing information, services, and programs that support families must be part of the continuum of strategies within the family support system to meet the universal needs of all families.

Based on data from the 2014 Regional Needs and Assets Reports, the Gila Regional Partnership Council has identified the need for family support services in the area of early literacy. As of the 2013-2014 school year, Arizona Revised Statute (also known as Move on When Reading) states that a student shall not be promoted from the third grade "if the pupil obtains a score on the reading portion of the Arizona's Instrument to Measure Standards (AIMS) test...that demonstrates that the pupil's reading falls far below the third-grade level." Exceptions exist for students with learning disabilities, English language learners, and those with reading deficiencies. The AIMS A (Arizona Instrument to Measure Standards Alternate) meets federal requirements for assessing students who have significant cognitive disabilities. In order for children to be prepared to succeed on tests such as the AIMS, research shows that early reading experiences, opportunities to build vocabularies and literacy rich environments are the most effective ways to support the literacy development of young children.

Overall, Gila County 3rd graders performed less well than students statewide in both math and reading, with a higher percentage of students not passing in each subject (indicated by a combination of the percentages for "approaches" and "falls far below.") In math, 69 percent of third graders statewide passed the math AIMS test, whereas 50 percent of third graders in Gila County did. In reading, 74 percent of Arizona 3rd graders passed the reading AIMS test, while 59 percent of Gila County 3rd graders did. Preliminary AzMERIT scores indicate that 43% of Arizona 3rd graders are minimally proficient (the lowest category) in the area of Language Arts and Reading.

In order to meet the needs of young children and their families in the region the Gila Regional Partnership Council is funding the Parenting Outreach and Awareness strategy with a specific focus on early literacy and providing literacy rich environments for children in their homes. It is expected that the grantee will continue to implement Dolly Parton's Imagination Library program throughout Gila County.

Description of Strategy

When implemented, the Parenting Outreach and Awareness strategy provides families of young children with information, materials or connections to resources and activities that increase awareness of early childhood development and health. In most cases, outreach and awareness alone are not sufficient to make or sustain a behavior change. While awareness may increase, families may not have the resources or tools to effectively implement the change. For example, families may have heightened awareness of the benefits of reading to their child, but do not understand how to select books that are developmentally appropriate or know how to read to children at different developmental stages. Additionally, they may not have access to books (e.g., may not be able to afford books; may not live near to a library, or they may not have transportation to get to the nearest library).

Parenting Outreach and Awareness components can include: earned media, paid advertisements, resource distribution and/or parenting activities. Earned media is defined as recognition from a major broadcast print or emerging media as well as information placed in smaller community newspapers, newsletters, and public service announcements. Paid advertising is defined as advertising through billboards, print ads, multimedia campaigns (TV), radio and online ads. Paid advertising requires a substantial financial investment and must be accompanied by other strategies in order to be effective in changing behavior. Resource Distribution can include: distribution of children's books, audio discs, community resource guides, child development and child health fact sheets, parenting tip sheets, brochures, pamphlets, and/or newsletters. Parenting Activities must offer one-time group based activities for parents and families that increase awareness about child development or child health topics.

The Gila County Library District will implement Dolly Parton's Imagination Library program and collaborate with other grantees and service providers in the region to refer parents and families to parenting education workshops and other First Things First programing with a focus on early language and literacy development held in the community.

Applicable School Readiness Indicators

Partners implementing this strategy will work collectively with First Things First to address the school readiness indicators below:

- #/% children demonstrating school readiness at kindergarten entry in the development domains of social-emotional, language and literacy, cognitive and motor and physical.
- % of families who report they are competent and confident about their ability to support their child's safety, health and wellbeing.

Applicable Goal Areas

Partners implementing this strategy will work collectively with First Things First to address the goal areas below:

- Offer parent and family support and education concerning early childhood development and literacy
- Increase coordination of early childhood development and health programs and provide public information about the importance of early childhood development and health

Target Population and Geographic Area to Serve

- Families of young children birth to age 5 residing in the Gila region

Programs funded under this Agreement must provide services throughout the region.

Gila Regional Partnership Council provides services to Gila County including the communities of Claypool, Globe, Hayden, Miami, Payson, Pine/Strawberry, Roosevelt, Star Valley, Tonto Basin, Winkelman and Young, as well as the Tonto Apache Tribe. The region does not include the tribal lands of the White Mountain Apache Tribe referred to as the Fort Apache Indian Reservation nor the tribal lands of the San Carlos Apache Tribe referred to as the San Carlos Apache Indian Reservation.

Please note Regional Partnership Council boundaries are set by the Board of First Things First every two years. The Board of First Things First approved updated Regional Partnership Council boundaries for State Fiscal Year 2015 and beyond. Please use the following “mapping resource” to see a visual picture of the Regional Partnership Councils and/or search for a council by address:

<http://maps.azftf.gov>

Target Service Units and Performance Measures

A Target Service Unit (TSU) is a First Things First designated indicator of performance specific to each First Things First strategy and it is set by the Regional Council. It is composed of a unit of measure (e.g., participating adults) and a target number. The unit of measure can be a target population (e.g., participating adults), a product (e.g., books distributed) or a service (e.g., fluoride varnishes applied to children, ages 0-5) that a grantee is expected to serve as part of an agreement. The target number represents the actual number of service units proposed to be delivered during the contract year.

Performance Measures are (1) key indicators of performance (Target Service Units); (2) basic implementation of strategy; (3) alignment of program activities to strategy specific standards of practice, (4) performance or progress toward pre-established strategic goals. Performance measures may include the level or type of program activities conducted (e.g. serving families/children through home visits) and/or the direct services and products delivered by a program (e.g., providing scholarships).

For more specific information about the Target Service Units for this strategy, refer to the Guidance Materials section of this Agreement to find the link to the Target Service Unit Guidance Document.

The Target Service and Performance Measures for this strategy are:

Target Service Units:

For this Parenting Outreach and Awareness agreement, the target service units are:

Number of books distributed: 21,600

Number of local resource guides distributed: 360

Number of workshops held: 0

Number of events held: 0

Number of participating practices: 0

For Parenting Outreach and Awareness, performance measures are:

Number of books distributed/proposed number

Number of local resource guides distributed /proposed number

Number of workshops held/proposed number

Number of events held/proposed number

Number of participating practices/ proposed service number

Number of physicians trained in Reach Out and Read program model

Number of trainings conducted

Number of professionals attended

Number of children receiving books

Number of adults attending workshops

Number of adults attending event

Number of paid media

Number of earned media

Number of impressions

Number of education reinforcement items distributed

Guidance Materials

All Standards of Practice and Target Service Unit (TSU) Guidance Documents can be accessed through the FTF Strategy Toolkit, located at <http://www.azftf.gov/pages/strategytoolkit.aspx>.

Links to the documents specific to this Grant Agreement are located below. There may be other documents that appear on the links but the documents required for this Grant Agreement are indicated below. For difficulty in accessing any of the documents, email the name of the document and the Grant Agreement number to grants@azftf.gov for assistance.

Standards of Practice Documents Required for this Grant Agreement

Parenting Outreach and Awareness Standards of Practice:

<http://www.azftf.gov/pages/WebMain.aspx?PageId=9E8669C97C0C408B9F3567C855744398&StrategyId=118>

Suspected Child Maltreatment Mandated Reporting Policy:

<http://www.azftf.gov/pages/WebMain.aspx?PageId=9E8669C97C0C408B9F3567C855744398&StrategyId=118>

Requirements for On Site Child Care:

<http://www.azftf.gov/pages/WebMain.aspx?PageId=9E8669C97C0C408B9F3567C855744398&StrategyId=118>

Target Service Unit (TSU) Guidance Document

Parenting Outreach and Awareness TSU Guidance Document:

<http://www.azftf.gov/pages/WebMain.aspx?PageId=9E8669C97C0C408B9F3567C855744398&StrategyId=118>

Data Security Guidelines and Requirements for Collaborators

BACKGROUND:

The purpose of the Arizona Early Childhood Development and Health Board (First Things First - FTF) is to aid in the creation of a system that offers opportunities and support for families and communities in the development of all children, so they can grow up healthy and ready to succeed. Our work is accountable and transparent to decision-makers and the citizens of Arizona. Collaboration and direct funding of grantees to undertake work on behalf of the children and families of Arizona is fundamental to the purpose and mission of FTF. Regular submission of data related to funded work is an important part of ensuring accountability and maximum positive impact for young children, as well as a material condition of receiving FTF grant funding.

Data Security Guidelines for Data Submission to FTF

First Things First will ensure that resources allocated have maximum impact for the benefit of children and families. To ensure this accountability, FTF has established data reporting requirements for all state and regional grantees. All funded providers shall regularly submit programmatic and financial reports as identified in the FTF reporting requirements.

FTF data submissions are classified in one of three levels:

- **Public data**
- **Limited distribution data**
- **Confidential data**

Public data are those data that are readily available in the public sphere, such as websites, publications, or other widely-used sources. Limited distribution data do not identify individuals, but may be of sufficiently small cell size that their dissemination poses a threat to the confidentiality of individuals. Confidential data are those data that identify individuals; are governed by tribal or other agreements that limit their viewing, analysis, and dissemination; or that even when aggregated, put at risk the anonymity of any individual.

The majority of FTF reporting submissions are completed through the FTF Partner Grant Management System (PGMS). Subsequent to the award of a grant, the grantee will receive general training on login and navigation within the PGMS system. With this login, the grantee will be able to manage their contract information. An additional training on strategy-specific data submission requirements will also be conducted. During that training, the grantee will be informed on submission of data reporting requirements through PGMS. All data submitted through PGMS is **public data** or **limited distribution data**. Because PGMS is located in a secure extranet environment, grantees using PGMS for data submission are not required to undertake additional security measures related to their data submission above those identified in the general and data submission orientations (password and login security, guidelines for upload of narrative and other reports).

A small group of grantees submit data requirements, with an agreement between the grantee and FTF, through an established secure web service or FTP (File Transfer Protocol) site via the internet, rather than a PGMS web-based entry form. Such data is likely to contain limited distribution data and shall adhere to the

following protocols. Grantees that submit data through the secure web service must submit data within the established data structures and format; follow all login procedures; submit a formal data change request form if needed; and ensure that limited distribution data may not be intercepted or viewed at any time by parties other than the grantee and FTF. Additionally, grantees must ensure that throughout the reporting and submission process the data is secured and that any confidential data is de-identified and/or encrypted.

Any grantee submitting data identified as confidential must file a formal data security policy with FTF.

Data Security Guidelines for Grantee Maintenance of Data

In order to submit data to FTF in fulfillment of reporting requirements, grantees shall keep all data collected for their program(s) within their system (database) or hardcopies. Grantee data is likely to contain highly sensitive information on individuals, their education and their health. These guidelines and requirements are for the maintenance of those data.

All grantees must have a data security policy in force that identifies how the organization ensures that data is protected in all its forms, during all phases of its life cycle, from inappropriate access, use, modification, disclosure, or destruction.

All grantees subject to HIPAA, FERPA, tribal law, or other data regulation are required to submit and maintain those approvals for all data.

Data Permission Guidelines for Grantee Data

All grantees must be prepared for FTF review of client-level data (e.g. child-level, teacher-level, or early care and education provider-level) during on-site visits. Additionally, FTF data reporting requirements may include submission of client-level data (e.g. child-level, teacher-level, or early care and education provider-level). The grantee agrees to allow FTF to access such data. Should the data be subject to HIPAA, the grantee agrees to enter into FTF's HIPAA Business Associate Agreement.

To inform clients of FTF's reporting requirements, all grantees must include in their client enrollment forms the statement: "To comply with reporting requirements of the funding source, I grant permission to [insert grantee organizational name] to release background, service, and impact related information to the Arizona Early Childhood Development and Health Board, also known as First Things First." The grantee warrants to FTF that prior to entering into the grant agreement for FTF funding, it has appropriately enquired and satisfied itself that it has the ability and authority comply with the requirements of this section.

Grantees Serving Clients on Tribal Lands

First Things First recognizes Arizona tribes as sovereign nations that have the right to regulate research and data collection on their tribal lands. To this end, First Things First is committed to obtaining all appropriate tribal approvals for data collection, analysis and reporting. Accordingly, grantees shall only collect, use and share data from tribal land in accordance with a data collection agreement between a tribe and First Things First or the grantee.

Compliance with Data Security Guidelines

The grantee acknowledges that failure to comply with any requirement of these Data Security Guidelines shall be a material breach of the grant agreement.

First Things First's own Data Security Policy & Procedures and Tribal Data Policy may be viewed on the FTF website, www.azftf.gov, under Funding/Eligibility & How to Apply or <http://www.azftf.gov/WhatWeDo/Funding/Pages/Eligibility.aspx>.

Revised November 2015

**FIRST THINGS FIRST
GRANTS UNIFORM TERMS AND CONDITIONS**

1. Definitions. For the purpose of these Uniform Terms and Conditions:
 - 1.1. “Agreement” refers to the contract under which First Things First agrees to provide grant funds to the Grantee for the Grantee’s provision of approved services, whether the contract itself is called an Agreement, a Grant Agreement, an ISA or something else.
 - 1.2. “Grantee” refers to a party who enters into an Agreement with First Things First.
2. Confidentiality of Records. The Grantee shall establish and maintain procedures and controls that are acceptable to First Things First for the purpose of assuring that no confidential information (e.g., research data; information covered by HIPAA or FERPA; intellectual property) contained in its records or obtained from First Things First or from others in carrying out its functions under the Agreement shall be used by or disclosed by it or its agents, officers, or employees, except as required to efficiently perform duties under the Agreement. Persons requesting such information shall be referred to First Things First. The Grantee also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Grantee as needed for the performance of duties under the Agreement, unless otherwise agreed to in writing by First Things First.
3. Key Personnel. It is essential that the Grantee provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under the Agreement. The Grantee must assign specific individuals to the key positions, when possible, or submit an official position description for which candidates must qualify. **If a person assigned to a key position vacates the position or is otherwise removed or replaced, written notification shall be sent to First Things First via the Partner Grant Management System (PGMS) Communication Log within fourteen (14) days.** Since key personnel are critical to the successful implementation of the grant services, the Grantee shall make every effort to have vacant positions filled as quickly as possible.
4. Orientation. The Grantee shall attend a mandatory orientation scheduled during the first quarter of the Agreement term where First Things First will provide all awarded Grantees the information required to manage their grants.
5. Arbitration. To the extent required by A.R.S. § 12-1518 and after exhausting applicable administrative review, the parties agree to use arbitration to resolve any dispute arising under the Agreement.
6. E-Verify Participation. If the Grantee is an employer as defined in A.R.S. § 23-211(4), the Grantee shall register with and participate in the e-verify program. Before receiving the grant funds, such Grantee shall provide proof to First Things First that the Grantee is registered with and participating in the e-verify program. If First Things First determines that the Grantee is not complying with this paragraph, First Things First shall notify the Grantee by certified mail of First Things First’s determination of noncompliance and the Grantee’s right to appeal the determination. On a final determination of noncompliance, the Grantee shall repay all monies received under the Agreement to First Things First within thirty (30) days.

7. Administration of Public Benefits and Lawful Presence. With certain exceptions, pursuant to 8 U.S.C. §§ 1611 & 1621, only United States citizens, United States non-citizen nationals, and “qualified aliens” are eligible to receive certain federal, state or local public benefits. In addition, A.R.S. §§ 1-501 & 1-502 require, in general, that a natural person applying for a federal, state or local public benefit shall submit certain documentation that satisfactorily demonstrates that the applicant is lawfully present in the United States and sign a sworn affidavit stating that the documentation presented is true under penalty of perjury. Accordingly, if this Agreement involves the administration of a federal, state or local public benefit, as defined by 8 U.S.C. §§ 1611 & 1621 and A.R.S. §§ 1-501 & 1-502, by the Grantee, then the Grantee shall comply with the requirements of 8 U.S.C. § 1601 et seq. and A.R.S. §§ 1-501 & 1-502, as applicable. If this Section is applicable, the Grantee shall have applicants complete a Statement of Lawful Presence & Eligibility form that was created by First Things First or is otherwise acceptable to First Things First. This Section does not apply to Grantees that are non-profit, charitable organizations.
8. Third Party Antitrust Violations. The Grantee assigns to First Things First any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Grantee toward fulfillment of the Agreement.
9. Federal Audit Requirement. A Grantee whose grant includes federal pass-through funds and that expends \$750,000 or more in federal awards during the Grantee’s fiscal year shall comply with the annual audit requirement in 2 CFR Part 200, Subpart F.
10. Federal OMB Guidance. A Grantee whose grant includes federal pass-through funds shall comply with all applicable requirements found in 2 CFR Subtitle A, Office of Management and Budget Guidance for Grants and Agreements. In addition, all terms or provisions required by 2 CFR Subtitle A to be included in this Agreement are hereby incorporated by reference into this Agreement as if fully set forth herein and the Grantee shall comply with such terms and provisions as applicable. The Grantee further agrees that the federal awarding agency and First Things First, as the pass-through entity, have all the rights described in 2 CFR Subtitle A that are applicable to this Agreement.
11. Agreement Administration and Operations.
 - 11.1. Quality Assurance Assessment. First Things First’s Quality Assurance (QA) system involves a continuum of performance and programmatic monitoring, and the QA assessment is used to evaluate the implementation of the strategy Standards of Practice and to support grant partners through technical assistance. The Grantee agrees to actively participate in the QA process, which will involve a QA assessment during an on-site visit, typically once during a contract cycle (approximately three years). The QA process includes adequate notice through pre-visit communication, the on-site visit and discussion and a follow-up report.
 - 11.2. Financial Site Visit. The Grantee agrees to allow First Things First to conduct a financial site visit to monitor whether the Grantee’s financial obligations under this Agreement

are being met to ensure successful completion of the grant programs and services. The Grantee shall cooperate and assist with the financial site visit.

- 11.3. Data Collection and FTF Evaluation. Data collection and First Things First evaluation activities are directly connected with the Goals, Performance Measures and Units of Service aligned to the First Things First strategy described in this Agreement. The Grantee agrees to participate in any First Things First evaluation or research efforts pertaining to the strategy, including collaboration with evaluation-led child assessment activities. The Grantee's role may include tracking and reporting data pertaining to the program participants' enrollment, attendance and demographic information. In addition, the Grantee agrees to allow First Things First and its evaluation consultants to observe program activities on site. The Grantee also agrees to collaborate with First Things First to encourage parental consent for data collection. If the Grantee provides services to more than one First Things First region (multi-regional strategies), the Grantee must collect, store and report program participant data separately for each region served.
- 11.4. Misappropriation of Information. The Grantee may be given access to certain information in the possession of First Things First for the purpose of providing the programs or services described in the Agreement on behalf of First Things First. The Agreement does not entitle the Grantee to use this information for any other purpose and does not authorize the Grantee to access any other information in the possession of First Things First. If the Grantee wishes to use any information in the possession of First Things First for a purpose other than fulfilling the Grantee's obligations under this Agreement, which the Grantee obtained from First Things First as a result of the Grantee's access to information (authorized or not) through this Agreement, then the Grantee shall make a request for the information under the Arizona Public Records Law and pay any applicable commercial purpose charges.
12. Grant Revisions.
 - 12.1. Amendments. The Agreement may be modified through a formal written amendment signed by both parties. Except as otherwise provided in the Agreement, no other document, including correspondence, acts or oral communications by or from any person, shall be used or construed as an amendment or modification or supplementation to the Agreement. Unauthorized changes shall be void and without effect, and the Grantee shall not be entitled to any claim under the Agreement based on those changes. Notwithstanding the preceding, First Things First shall have the right to immediately amend the Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting the Agreement.
 - 12.2. Program or Budget Modifications. Requests for program and/or budget modifications must be submitted via the PGMS Communication Log and approval received prior to the implementation of any of the modifications.
 - 12.2.1. First Things First may make technical and other minor changes to the Agreement requested by the Grantee without a formal amendment.

12.2.2. If First Things First deems that the program or budget modification request would substantially alter the work or budget covered by the Agreement, whether by modification or supplementation, then the modification must be accomplished by a formal written amendment signed by both parties.

12.3. Award Adjustments. In accordance with law and the agreement of the parties, grant funds available under the Agreement may be increased or decreased based on changes to the amount of services provided, the Grantee's performance and adherence to the Standards of Practice, and the availability of funds.

13. Subcontracts.

The Grantee shall not enter into any subcontract or subgrant for the performance of all or part of the Agreement without advance written approval from First Things First. The Grantee shall clearly list any proposed subcontractors and subgrantees and each's proposed responsibilities. Any subcontract or subgrant shall incorporate and bind the subcontractor or subgrantee to the Terms and Conditions of the Agreement, including these Uniform Terms and Conditions. The Grantee agrees that no subcontract or subgrant that the Grantee enters into with respect to performance under the Agreement shall in any way relieve the Grantee of any responsibility for performance of its duties.

14. Assignment and Delegation.

The Grantee shall not assign any right or delegate any duty under the Agreement without the prior written approval of First Things First. First Things First shall not unreasonably withhold approval.

15. Force Majeure.

15.1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance is prevented by reason of a force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fire, flood, lockouts, injunctions, failures or refusals to act by government authority and other similar occurrences beyond the control of the party declaring force majeure that such party is unable to prevent by exercising reasonable diligence.

15.2. Force majeure shall not include the following occurrences:

15.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere or an oversold condition of the market;

15.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition;
or

- 15.2.3. Inability of either the Grantee or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 15.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this Section, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion may be extended by an amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Agreement.
- 16. Warranties.
 - 16.1. Liens. The Grantee warrants that any materials supplied under the Agreement are free of liens and shall remain free of liens.
 - 16.2. Quality. Unless otherwise modified elsewhere in the Agreement Terms and Conditions, the Grantee warrants that, for one year after acceptance by First Things First of the materials, they shall be: a) of a quality to pass without objection in the trade under the grant description; b) fit for the intended purposes for which the materials are used; c) within the variations permitted by the Agreement and are of even kind, quantity and quality within each unit and among all units; d) adequately contained, packaged and marked as the Agreement may require; and e) conformed to the written promises or affirmations of fact made by the Grantee.
 - 16.3. Fitness. The Grantee warrants that any material supplied to First Things First shall fully conform to all requirements of the Agreement and all representations of the Grantee and shall be fit for all purposes and uses required by the Agreement.
 - 16.4. Inspection/Testing. The warranties set forth in this Section are not affected by inspection or testing of or payment for the materials by First Things First.
- 17. Compliance with Applicable Laws. The Grantee is responsible for compliance with all applicable local, state and federal laws. This includes obtaining and maintaining all licenses, permits and authorizations necessary to perform its obligations under this Agreement.
- 18. Fingerprint Clearance Card. The Grantee shall ensure that all employees, contractors and volunteers have a valid fingerprint clearance card, if required by law, issued pursuant to A.R.S. Title 41, Chapter 12, Article 3.1. First Things First may cancel or terminate the Agreement if a person acting on behalf of the Grantee is required by law to have a valid fingerprint clearance card and does not possess one.
- 19. Applicable Taxes.
 - 19.1. Payment of Taxes. The Grantee shall be responsible for paying all applicable taxes.

19.2. Tax Indemnification. The Grantee and all subcontractors and subgrantees shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Grantee. The Grantee shall, and require all subcontractors and subgrantees to, hold First Things First harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Workers' Compensation.

19.3. IRS Substitute W9 Form. In order to receive payment, the Grantee shall have a current IRS Substitute W9 Form on file with State of Arizona, unless not required by law.

20. Right to Assurance.

If First Things First in good faith has reason to believe that the Grantee does not intend to or is unable to perform or continue performing under this Agreement, First Things First may demand in writing that the Grantee give a written assurance of intent to perform. Failure by the Grantee to provide written assurance within the number of days specified in the demand may be, at First Things First's discretion, the basis for terminating the Agreement.

21. Stop Work Order.

First Things First may, at any time, by written order to the Grantee, require the Grantee to stop all or any part of the work called for by this Agreement for period(s) of days indicated by First Things First after the order is delivered to the Grantee. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Grantee shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Grantee shall resume work. First Things First shall make an equitable adjustment in the delivery schedule or grant price, or both, and the Agreement shall be amended in writing accordingly.

22. Right of Offset.

First Things First shall be entitled to offset against any sums due the Grantee, any expenses or costs incurred by First Things First, or damages assessed by First Things First concerning the Grantee's non-conforming performance or failure to perform under the Agreement.

23. Non-Exclusive Remedies.

The rights and the remedies of First Things First under this Agreement are not exclusive.

24. Grant Termination.

24.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, First Things First may cancel this Agreement within three (3) years after its execution without penalty or

further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of First Things First is, at any time while the Agreement or an extension of the Agreement is in effect, an employee or agent of the Grantee in any capacity or a consultant to the Grantee with respect to the subject matter of the Agreement. The cancellation shall be effective when the Grantee receives written notice of the cancellation unless the notice specifies a later time. If the Grantee is the State, a political subdivision or a department or agency of either, the Grantee may also cancel this Agreement as provided in A.R.S. § 38-511.

- 24.2. **Gratuities.** First Things First may, by written notice, terminate this Agreement, in whole or in part, if a gratuity was offered or made by the Grantee or a representative of the Grantee to any officer or employee of First Things First for any service rendered or to be rendered by the officer or employee personally concerning the securing of the Agreement, an amendment to the Agreement or favorable treatment concerning the Agreement, including the making of any determination or decision about the Grantee's performance. First Things First, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the Grantee.
- 24.3. **Suspension or Debarment.** First Things First may, by written notice, immediately terminate this Agreement if First Things First determines that the Grantee has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of a grant application or execution of an Agreement shall attest that the Grantee is not currently suspended or debarred. If the Grantee becomes suspended or debarred, the Grantee shall immediately notify First Things First.
- 24.4. **Termination for Convenience.** First Things First reserves the right to terminate the Agreement, in whole or in part at any time, when in the best interests of First Things First, without penalty or recourse. Upon receipt of the written notice, the Grantee shall stop all work, as directed in the notice, notify all subcontractors and subgrantees of the effective date of the termination and minimize all further costs to First Things First. In the event of termination under this paragraph, all documents, data and reports prepared by the Grantee under the Agreement shall become the property of and be delivered to First Things First upon demand. The Grantee shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 24.5. **Termination for Default.**
- 24.5.1. First Things First may terminate the Agreement if the Grantee:
- (i) Provides personnel to perform work under the Agreement that do not meet the requirements of the Agreement or are of an unacceptable quality.
 - (ii) Fails to adequately perform the services required in the Agreement.

- (iii) Fails to furnish the required product or services within the time stipulated in the Agreement.
- (iv) Delivers materials or services or a portion thereof that do not fully comply with the Agreement.
- (v) Fails to make satisfactory progress in the performance of the requirements of the Agreement.
- (vi) Gives a positive indication that the Grantee will not or cannot perform to the requirements of the Agreement.
- (vii) Fails to acquire and maintain all required insurance policies, licenses and permits.
- (viii) Fails to comply with the Data Security Guidelines and Requirements for Collaborators.
- (ix) Fails to comply with any other material requirement of the Agreement.

Before terminating the Agreement under this Section, First Things First shall issue a written ten (10) day notice of default to the Grantee. If the Grantee does not correct the problem(s) within ten (10) days after receiving the notice of default, First Things First may terminate the Agreement. If First Things First terminates the Agreement pursuant to this Section, First Things First reserves all rights or claims to damage for breach of the Agreement and the Grantee agrees to a general release in favor of First Things First for any claim for reimbursement.

24.5.2. Upon termination under this Section, all materials, documents, data and reports prepared by the Grantee under the Agreement shall become the property of and be delivered to First Things First on demand.

24.5.3. Upon termination of this Agreement, First Things First may obtain, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Grantee shall be liable to First Things First for any excess costs incurred by First Things First in obtaining services in substitution for those due from the Grantee.

24.6. Continuation of Performance through Termination. The Grantee shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

25. Agreement Interpretation.

25.1. Arizona Law. The Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona; the Arizona Procurement Code and Grant Statutes, Arizona Revised Statutes (A.R.S.) Title 41, Chapters 23-24; and the Procurement Code's implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

25.2. Order of Precedence. In the event of a conflict in the provisions of the Agreement, as accepted by First Things First and as they may be amended, the following shall prevail in the order set forth below:

1. The Agreement Terms and Conditions.
 2. These First Things First Grants Uniform Terms and Conditions.
 3. The Grantee's application approved by First Things First.
 4. The First Things First Scope of Work.
 5. The First Things First Standards of Practice.
 6. Other documents referenced or included in the Agreement.
- 25.3. Implied Grant Terms. Each provision of law and any terms required by law to be in the Agreement are a part of the Agreement as if fully stated in it.
- 25.4. Severability. The provisions of the Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.
- 25.5. No Parole Evidence. The Agreement is intended by the parties as a final and complete expression of their Agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 25.6. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 25.7. Survival of Rights and Obligations. The parties' accrued rights and obligations, as set forth in the Agreement, shall survive the expiration or termination of the Agreement.
- 25.8. Paragraph Headings. The paragraph headings in the Agreement are for convenience of reference only and do not define, limit, enlarge or otherwise affect the scope, construction or interpretation of the Agreement or any of its provisions.
- 25.9. Interpretation. The Agreement shall not be construed or interpreted for or against either party on the grounds of sole or primary authorship or draftsmanship.

FTF Grants Uniform Terms and Conditions

Version History

January 2015

November 2015

Original

Section 11.4 capitalization revised; former section 18 omitted and the remaining sections renumbered accordingly



Parenting Outreach and Awareness

I. INTENT OF STRATEGY

The intent of the promising practice strategy, Parenting Outreach and Awareness, is to increase families' awareness of positive parenting practices, child development including health, nutrition, early learning and language acquisition, and knowledge of available services and supports to enhance their child's overall development. The expected result is an increase in knowledge and skills and a change in specific behaviors targeted through the information and activities provided.

II. DESCRIPTION OF SIGNIFICANCE

Given the important role that families and caregivers have as their child's first and most important teacher, providing information and services that support families must be part of the continuum of strategies within the family support system to meet the universal needs of all families.

Children are active participants in their world from the day they are born. Understanding the importance of early interactions on healthy brain development will assist families in making important choices that will support and optimize their child's development and health. Child development and neuroscience research emphasizes the importance of infants to engage in discovery through everyday explorations shared by a sensitive, attentive caregiver (National Scientific Council on the Developing Child, 2007; Stamm, 2007). Yet, according to the preliminary results in the FTF 2012 Family and Community Survey, less than half of Arizona families (46%) acknowledged that babies sense and react to their surroundings in the first month of life. Over half of Arizona families surveyed (54%) still believe that children do not take in and react to their environment until two months of age or later. These results suggest that about half of Arizona families do not yet fully understand that their child's very early interactive experiences with the environment are essential to optimal health and development. Research-based knowledge about developmental milestones at each age helps caregivers interact positively with their child and set appropriate expectations and boundaries throughout daily routines. Although 80 percent of Arizona families acknowledge that they can significantly impact a child's brain development at or before birth, not all are sure what they can do to best support their child's optimal development.

Parenting Outreach and Awareness provides families of young children with information, materials or connections to resources and activities that increase awareness of early childhood development and health. In most cases, outreach and awareness alone are not sufficient to make or sustain a behavior change. While awareness may increase, families may not have the resources or tools to effectively implement the change. For example, families may have heightened awareness of the benefits of reading to their child, but do not understand how to select books that are

developmentally appropriate or know how to read to children at different developmental stages. Additionally, they may not have access to books (e.g., may not be able to afford books; may not live near to a library, or they may not have transportation to get to the nearest library).

While the Parenting Outreach and Awareness strategy is considered to be a promising practice, some programs that increase awareness and knowledge may indeed be evidence-based or evidence-informed and result in behavior change. One such example is *Reach Out and Read*, which uses medical providers to promote early literacy in pediatric exam rooms during well-child visits by distributing books to children and offering advice to families about the importance of reading aloud. *Reach Out and Read* has been found to increase the frequency families read aloud to their children and increase children's receptive and expressive vocabulary scores (Mendelsohn, et.al, 2001; High, et.al., 2000). It is important to consider that Parenting Outreach and Awareness is likely one approach in the continuum of family support efforts that can provide assistance to families, and is likely most effective when coupled or bundled with other supports and services.

Parenting Outreach and Awareness components can include: earned media, paid advertisements, resource distribution and/or parenting activities. Earned media is defined as recognition from a major broadcast print or emerging media as well as information placed in smaller community newspapers, newsletters, and public service announcements. Paid advertising is defined as advertising through billboards, print ads, multimedia campaigns (TV), radio and online ads. Paid advertising requires a substantial financial investment and must be accompanied by other strategies in order to be effective in changing behavior. Resource Distribution can include: distribution of children's books, audio discs, community resource guides, child development and child health fact sheets, parenting tip sheets, brochures, pamphlets, and/or newsletters. Parenting Activities must offer one-time group based activities for parents and families that increase awareness about child development or child health topics.

III. IMPLEMENTATION STANDARDS

A. Program Standards

First Things First (FTF) is committed to funding programs that are evidence based or evidence informed. The emphasis on evidence-based programs is grounded in the idea that the maximum benefit for children and families is delivered by programs that base their practice in the most current, relevant, and reliable evidence about the effectiveness of the program. For some programs, an evidence-informed or best practice, or a promising practice model is appropriate. The following criteria are considered by FTF when determining to fund programs:

- **Evidence based programs** are programs that have been validated by documented and scientific research and the evidence has gone through a peer review process. Evidence is established through scientific research that has had a comparison between an intervention group and a control group where the intervention group has had a significant impact. Peer review means that someone external to the program or research team has reviewed the methodology and the findings to determine if standards were met.

- **Evidence informed** is a program or service that has a clearly articulated theory of change (logic model) and has had some evaluation of the outcomes. This can be based on one program or service model that has been evaluated in multiple settings. An evidence informed program cannot be based on the evaluation of a program in only one setting, even if it has been done for many years in a community and everyone likes it.
- **Promising practice** is a program or service that has a clearly articulated theory of change (logic model) with specified implementation and operational processes (activities) and program outcomes. A promising practice program is *informed* by at least one of the following:
 - Evidence based practices of a similar program or service delivery system, but does not have complete fidelity to that model because of justifiable need to change factors such as staffing or written materials in order to adapt to geographic or cultural variation.
 - A similar program or service delivery model that is generally accepted as appropriate for use with the target population to achieve the program outcomes but has yet to be established as evidence based.
 - Culturally responsive practices that are known to contribute positively to program outcomes.

A promising practice must have no evidence that the program or service will cause any harm to recipients. Additionally, a promising practice program is committed to building evidence of program or service effectiveness through ongoing continuous quality improvement activities.

1. Implement an evidence based, evidence informed or promising practice model that meets FTF's accepted definition:
 - a. All information provided through media, advertisement, resource distribution and/or parenting activities must be research-based, developmentally appropriate, culturally responsive, family-centered, and strengths-based.
 - All activities implemented must take into account local families' and children's needs, desires, histories, lifestyles, concerns, strengths, resources, culture, ethnicity, and priorities.
 - Print materials must be written at no higher than a 5th grade reading level.
 - Resources and information provided must be accurate and regularly updated to ensure information is current.
 - Permission for the use of copyright materials must be documented and cited.
 - All Parenting Outreach and Awareness activities will adhere to the FTF Communications guidelines including branding protocols which can be found in the First Things First Communications Toolkit.
 - b. Provide families participating in Parenting Outreach and Awareness activities with current, research-based information covering one or more of the following core areas of family support for child development and health:
 - **Expand the family's knowledge of child development and behavior** – Provide learning opportunities for families on all domains of child development (i.e.,

approaches to learning, social and emotional, language, cognitive and physical and motor development), understanding typical and atypical child development, recognizing age appropriate child expectations, and identifying developmental milestones and developmental red flags.

- **Support positive parenting practices** – Provide learning opportunities for families on appropriate adult and child interactions, development of parenting skills, positive guidance practices, and warm, sensitive and responsive caregiving.
 - **Improve child safety** – Provide learning opportunities for families to increase their awareness of injury prevention in the child’s environment, and removing safety hazards or making adjustments (e.g., safe sleep, choking hazards, and use of car seats).
 - **Improve child health** – Provide learning opportunities for families on nutrition, obesity prevention, breastfeeding, physical activity, immunizations, oral health, insurance enrollment, participation in consistent medical/dental homes, participation in prenatal care, and preventative services such as well-child visits, and developmental, vision and hearing screening.
 - **Contribute to family stability** – Provide learning opportunities for families to improve their stability (e.g. meet basic needs), functioning, and mental health (e.g., warmth, emotional availability, and stimulation). Provide learning opportunities for families to increase their support network and community involvement. Provide community specific resources at all class sessions that are relevant to the session topic. For example, during a session covering oral health topics, families should be provided with a list of dental providers in the community that serve children age 5 and under.
 - **Promote strong family relationships** – Promote strengthening relationships among caregivers, positive parenting, and family cohesion. Support the growth and development of all family members; encourage families to be resources for themselves and others. Promote families’ capacity to advocate for themselves within institutions and agencies.
- c. Implement one or more of the following Parenting Outreach and Awareness components:
- **Earned Media** campaigns center around various topics that raise families’ awareness such as: identification of an awareness gap as a community issue to be addressed, announcement of a new program or service to support behavior change, new or updated research about the behavior identified for change, milestones achieved in changing behaviors, and/or a success story about a specific child or family benefitting from a service.
 - **Paid advertising** provides research-based, outcome-focused, and professionally developed advertising that seeks to increase knowledge and change behavior. Provide the needed repetition in order to achieve market saturation (i.e., to ensure people see or hear the message enough times to change behavior).
 - Before a paid advertising campaign is utilized as an approach, the following information is necessary:

- Information about the root cause of the issue to be addressed;
- Documentation of evidence that the source of the information is credible;
- Documentation of evidence that the paid advertising will change the behavior;
- Sufficient resources are available to achieve the saturation required to effect change; and
- Strategies/tactics that will be implemented in addition to the paid advertising that will support behavior change (i.e., moving from awareness to action). For example, the advertisement includes a link to a website or a telephone number to call for more information about the subject.
- When an existing paid advertising effort is being utilized, information on the following is required:
 - Length of time the current creative content has been used;
 - The financial investment in the current campaign and specific markets used to determine effectiveness for the target population and geographic region proposed under this strategy;
 - Documentation of evidence that the campaign positively impacted behavior and specifically in the markets where the campaign was used (for example, a campaign seeking to increase immunization rates must have experienced success in increasing immunization rates where previously used);
 - Identification of other activities (e.g., a community event held after the broadcast of the paid advertisement) that were in place to support the paid advertising campaign and their effect on the impact achieved; and
 - Knowledge and understanding of the ability for co-branding or adding additional calls to action, restrictions on paid media time versus gratis media time, and restrictions on copyright use. Permission for the use of copyright materials must be documented and cited.
- **Resource Distribution** distributes children's books, audio discs, community resource guides, child development and child health fact sheets, parenting tip sheets, brochures, pamphlets, and/or newsletters. Resources can be offered and distributed during community festivals, fairs, or exhibitions in community settings and through partner organizations.
- **Parenting Activities** offer group based activities for families that increase awareness about child development or child health topics. These may include activities such as:
 - Parenting workshops provides curriculum based parenting information and education to help parents improve their skills (includes one-time sessions, events, and conferences)
 - Parenting support groups provides opportunities for caregivers to share their parenting successes and concerns in a safe, supportive environment (includes peer support groups and professional led groups).

- Adult – child interactions support development and nurturing of infants and toddlers by encouraging quality social interactions between the caregiver and child.
- Socializations offers play opportunities for children in group settings and promote social skills, communication skills, and problem solving skills (includes playgroups and story times).
- Structured parenting activities must be accessible for families by being provided at times and locations that are convenient for families including weekend and evening hours.
- Parenting activities should be manageable in size and have appropriate staffing patterns.
 - Adult-only sessions shall be a maximum of 50 participants with a ratio of one staff per 25 adult participants. Conference keynote or plenary sessions are not held to the staff/participant ratio requirement.
 - Room size and space must be adequate to comfortably support the number of adults participating.
 - Parenting activities that offer on-site child care must adhere to the FTF Requirements for On-Site Child Care (attached).
- Parenting Outreach and Awareness programs that are providing food and/or snacks to children, their family members, or community members are expected to provide items that are healthy, nutritious, and support good oral health. Grantees will utilize the [USDA Infant and Child Care Meal Patterns](#) as a tool to align the provision of food and snack choices and ensure additional alignment with the [USDA Nutrition Guidelines](#). Grantee staff will be aware of the importance of early childhood nutrition and its link to overall health, success in kindergarten, and nutritious eating choices later in life.
- Incorporate family-centered practice into parenting activities. Components of family-centered practice must include:
 - Involvement of families in the planning, development and implementation of the workshop. Topics and activities are developed in response to the needs and interest of families.
 - Structured activities compatible with families' availability and accessibility.
 - Both formal and informal opportunities for families to offer feedback about parenting activities. Take action based on families' feedback and ensure that it is considered in future decision making.
 - Reasonable efforts to include all family members – including fathers, grandparents, and children.
- Incorporate strength-based approach to parenting activities, which focuses on families' abilities, assets, needs and interests. Components of strength-based practice to be included:
 - Staff members work with family members in relationships based on equality and respect to identify their strengths, resilience, and resources.

- Encourage family members to build upon their strengths by enhancing their capacity to understand and promote their own optimal cognitive, social, emotional, and physical development.
 - Help families identify and acknowledge formal and informal networks of support and community resources. Include information for families on how they can utilize the information or access additional resources identified in the resource distribution, parenting activity, media or advertisement in order to support the families' desire to make a behavior change.
2. Literacy learning in early childhood provides the foundation for future literacy success and is rooted in exposure to rich language experiences and engaging activities that build knowledge, understanding and speaking, expands vocabulary, and supports a child's ability to become a successful independent reader.
- a. Promote and support meaningful early literacy experiences and opportunities for young children in the appropriate context of program implementation.
 - Provide learning opportunities for families to learn about early language and emergent literacy development.
 - Provide information to increase families' awareness of the use of language to communicate, and respond to and elaborate on child's vocalizations (e.g., daily storytelling, talking, singing to infant and child).
 - Inform families about pre-literacy skills: concepts of print, phonological awareness, vocabulary development, comprehension, analysis of the content and structure of text, and making meaning through drawing and writing.
 - b. Support families and caregivers with parenting and child-rearing skills that help increase understanding of early language and emergent literacy development.
 - c. Engage families in meaningful, day to day two-way communication about how a child develops language and early literacy skills.
 - d. Encourage families to use the language in which they are most confident and competent.
 - e. Encourage families to learn how to observe, guide, promote, and participate in everyday language and literacy development of their children at home, early care, and in their communities.
 - f. Encourage families to advance their own learning interests in language and literacy development through education, training, and other experiences that support their parenting, careers, and life goals.
 - g. Encourage families to support and advocate for their child's learning and development as they transition to new learning environments.
3. Follow the FTF Child Welfare Policy when working with children and families enrolled in services provided by the Arizona Department of Child Safety or if service is being provided on Tribal lands, Tribal Child Protective Services, to promote non-duplication and coordination of child welfare services.

4. FTF recognizes the importance of collaborative partnerships among community partners that utilize a variety of formal and informal mechanisms to facilitate coordination of services in the community. The Coordination and Collaboration standard requires a grantee to:
 - a. Develop and implement a plan to understand and make connections with other initiatives, strategies and efforts in the region or state that support the early childhood system.
 - b. Develop processes that ensure staff implementing FTF funded strategies understand the connections between this strategy and the early childhood system to avoid duplication of services and promote collaboration between other services and supports offered to children and families in the regions.
5. Continuous Quality Improvement
 - a. Adopt a process of continuous self-monitoring and reflection to improve program practices that is articulated in a written policy.
 - b. In the written policy, the following should be addressed:
 - How data is used to assess the progress and outcomes of program implementation; and
 - How data collection is used to improve staff performance.
6. FTF embraces cultural responsiveness as an intentional life long journey that holistically explores, honors, and values the diversity of the human experience.
 - a. Offer programs and services congruent with the needs of diverse children and families.
 - b. Offer programs and services that are responsive to the impact of cultural factors such as histories, traditions, values, family systems and structures, social class, and religion and spiritual beliefs.
 - c. Create a learning environment conducive to and includes all children and families no matter their ethnic, cultural, or linguistic backgrounds.
 - d. Use the cultural knowledge, prior experiences, frames of reference, and performance styles of diverse children and families to make learning more appropriate and effective for them.

B. Staffing Standards

1. The process of developing written guidelines is the strategic link between the FTF Standards of Practices and day-to-day operations of the program. A well developed and highly utilized set of policies and procedures builds infrastructure and capacity and supports continuous quality improvements of programs and services for children and families. FTF requires grantees to have a written document that is accessible to all employees and contract staff members that provides staff with direction, consistency and set expectations for service delivery (e.g., Standard Operating Procedures, Implementation Guide, Policies and Procedures Manual.) The written document must be updated annually and be read and understood by all employees and contract staff members. The document must contain policies that align with the FTF Standards of Practice and provide a framework for overall program implementation. The policies must have procedures that describe the

process of how each step of program implementation adheres to the Standards of Practice, including staff specific roles, responsibilities and timelines. The written document must be developed by June 30, 2017.

2. Parenting Activities Direct Service Staff

- a. Employ staff who reflect the cultural and ethnic experiences and language of the targeted population with whom they work with and integrate their expertise into the entire program. The length of employment and experience/education are reflective of high quality staff.
- b. Ensure that staff at all levels receives initial and ongoing professional development in culturally and linguistically responsive service delivery.
- c. Ensure staff receive professional development on early language and literacy development.
- d. Staff developing materials or providing parenting activities (including volunteers and sub-grantees or partner personnel delivering the strategy) must be subject-matter experts and demonstrate extensive knowledge of the community, the culture, and the community's resources.
- e. All staff work as a team, modeling respectful relationships consistent with program goals and whose top priority is the well-being of families and children.
- f. Staff skills and abilities are regularly assessed to ensure they are able to engage families while maintaining a professional rapport.
- g. Staff receive annual professional development on the FTF Parenting Outreach and Awareness Standards of Practice.
- h. Direct service staff and supervisors must receive professional development through the Arizona Department of Education on the utilization of the following as a regular part of practice:
 - Arizona Infant and Toddler Developmental Guidelines,
 - Early Learning Standards, and
 - Program Guidelines for High Quality Early Education: Birth through Kindergarten.All staff will have ongoing access to standards and guideline materials.

3. Supervisory Staff

- a. Supervisory staff are required to have a minimum of a bachelor's degree in early childhood development, education, family studies, social work, nursing or a closely related field.
- b. Establish an effective, consistent supervisory system that provides support for all staff members and ensures accountability to participants, funders, and the community
- c. Supervisors work with staff to prepare and implement individual professional development plans which are reviewed and updated annually. Plans are used to identify areas for growth and support access to planned professional development opportunities and information based on the needs and interests of the staff.

4. The Arizona Early Childhood Workforce Registry (Registry)

The Registry is a component of the newly developed Arizona Early Childhood Career and Professional Network (Network). The Network is a comprehensive system designed to meet the professional development needs of Arizona's early childhood professionals working with or on behalf of children birth-8 years of age.

- a. Staff employed at the administrative home and any sub-grantee who are working directly with or on behalf of children birth – age 8 as a part of the implementation of this strategy must enroll in the Registry.

C. Additional Standards

1. For implementation of parenting activities, Arizona law (ARS §13-3620.A) requires early childhood program staff who suspect that a child has received non-accidental injury or has been neglected, to report their concerns to the Arizona Department of Child Safety or local law enforcement. All staff, grant partners, consultants and participants of this component must receive training and adhere to these requirements (see attached FTF Suspected Child Maltreatment Mandated Reporting Policy).

IV. REFERENCES AND RESOURCES

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<http://www.developingchild.net>
- B. Stamm, J. (2007). *Bright from the Start: The Simple, Science-backed Way to Nurture Your Child's Developing Mind from Birth to Age Three*. New York, NY: Penguin Press.
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- D. High P., LaGasse L., Becker S., Ahlgren I., and Gardner A. 2000. "Literacy Promotion in Primary Care Pediatrics: Can We Make a Difference?" *Pediatrics*. 104: 927-934.
- E. USDA Child and Adult Care Food Program Meal Patterns. <http://www.fns.usda.gov/cacfp/meals-and-snacks>
- F. First Things First Communications Tool Kit:
http://ftf/extranet/apps/pgms/FTF%20Brand%20Materials%20for%20Grantee%20Marketing%20%20Communi/Communications_Toolkit.pdf
- G. Arizona Department of Education Trainings:
<http://www.ade.az.gov/online/registration/SelectEvent.asp?viewall=%22yes%22&GroupID=31>
- H. Arizona Department of Health Services Injury Prevention Plan for infants, toddlers and young children found at: <http://www.azdhs.gov/phs/owch/pdf/injuryprevention/az-injury-surveillance-prevention-plan-2012-2016.pdf>
- I. Centers for Disease Control, *Protect the Ones You Love*, website for injury prevention at: www.cdc.gov/safechild
- J. Reach out and Read Arizona: <http://www.roraz.org/>
- K. Read On Arizona. (2014) Developing a Thriving Reader from the Early Years: A Continuum of Effective Literacy Practices. <http://readonarizona.org/wp-content/themes/read-on/PDF/continuum-project-web.pdf>

- L. Read On Arizona. (2014) Building Blocks to Becoming a Reader. <http://readonarizona.org/wp-content/themes/read-on/PDF/continuum-bb-chart.pdf>
- M. FTF Child Welfare Policy (attached)
- N. FTF Suspected Child Maltreatment Mandated Reporting Policy (attached)
- O. FTF Requirements for On-Site Child Care (attached)
- P. Arizona Early Childhood Career and Professional Development Network
Website: <http://azearlychildhood.org>
- Q. wikiHow. How to Write Policies and Procedures for your Business. Retrieved from:
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Suspected Child Maltreatment Mandated Reporting Policy

Early childhood experiences of abuse or neglect can increase the probability of poor developmental outcomes, such as learning, behavior, physical and mental health problems for children which can have lifelong implications.

First Things First service providers must understand their legal and ethical obligation to identify and report cases of suspected child maltreatment; and must ensure their staff receive professional development and information concerning:

- Signs and symptoms of child abuse and neglect, including physical, sexual, verbal, and emotional abuse;
- State laws (A.R.S. §13-3620.A) and procedures that protect children against abuse and neglect; and
- Procedures for reporting suspected child abuse or neglect to the appropriate community agency (i.e., Department of Child Safety, law enforcement or the tribal child welfare agency) and follow up to ensure that action has been taken (A.R.S. § 8-807.R). Also, when appropriate, procedures professionals can utilize to inform parents or guardians that a referral has been made.

Arizona Revised Statute requires direct service providers who suspect that a child has received a non-accidental injury or has been neglected, to report their concerns to the Department of Child Safety Child Abuse Hotline or local law enforcement (A.R.S §13-3620.A).

Federal law, Indian Child Protection and Family Violence Prevention Act, requires mandated personnel to immediately report suspected abuse or neglect to the local child welfare agency or local law enforcement when the maltreatment occurred on federally recognized tribal land (P.L. 101-630; 18 U.S.C. § 1169 (a)).

All emergency situations (i.e., a child faces an immediate risk of abuse or neglect) and concerns for the safety of a child due to abuse, neglect or abandonment must be reported by:

- Calling 911 *or* Calling Child Abuse Hotline [1-888-SOS-CHILD (1-888-767-2445)], *or*
- Contacting the appropriate Tribal Law Enforcement *or* Tribal Child Welfare Agency for any child that resides within the boundaries of a federally recognized tribe, *and/or*
- Indian Country Child Abuse Hotline 1-800-663-5155.
- TDD: 602-530-1831 (1-800-530-1831).

Non-emergency concerns may be submitted via the Online Reporting Service for Mandated Reporters at <https://dcs.az.gov/services/suspect-abuse-report-it-now>

For more information about Mandated Reporting training opportunities go to:
http://childhelpinfocenter.org/index.php?option=com_content&task=view&id=135&Itemid=164



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Requirements for On Site Child Care

Definition: On-site child care refers to child care that occurs in a facility or setting where the parents, guardians or caregivers of the children are on site for a designated purpose and remain on the premises while their children are cared for.

Although on-site child care settings are not expected to obtain a license, the **Requirements for On Site Child Care** are written to ensure high quality and to be in alignment with Arizona Department of Health Services Child Care Licensing regulations.

1. At least one adult left alone with the children must have current CPR and First Aid certification.
2. All adults working with the children must have:
 - a valid Level One Fingerprint Clearance Card that has been verified by the Arizona Department of Public Safety. A Level One Fingerprint Card can be obtained by completing a Criminal History Affidavit and an application for a Fingerprint Clearance Card, checking the box that says DHS Child Care Facility Licensure (ARS 36- 882). The cost of fingerprinting can be covered by the grantee/program. To obtain or verify a fingerprint card, more information can be found at: <http://www.azdps.gov/Services/Fingerprint/>
 - at least 6 months of experience in caring for young children as defined and verified by the grantee.
 - Mandated Reporting of Child Abuse training is completed before providing child care. http://www.childhelpinfocenter.org//index.php?option=com_content&task=view&id=135&Itemid=164
3. Children must be signed in and out of the on-site child care by the parent, guardian or caregiver that brings them to the site. The grantee must retain sign in and out sheets for 5 years with contract documentation.
4. All adults providing on-site child care must be in the same room as the children and supervise (see and hear) children at all times.
5. All adults who provide on-site child care should receive an initial orientation that covers the following:



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- Caring for children in developmentally appropriate ways;
 - Creating high quality learning environments and activities for children;
 - Interacting in age and developmentally appropriate ways with children,
 - Positive methods of child guidance;
 - Hand washing techniques;
 - Diapering techniques and toileting, if assigned to diaper changing duties;
 - Food service, sanitation, and storage, if applicable
 - Recognition of signs of illness and infestation;
 - Child abuse or neglect detection, prevention, and reporting;
 - Accident and emergency procedures;
 - Sun safety policies and procedures;
 - Safety in outdoor activity areas, if applicable;
6. The number of children in each group is limited different by age*. The ratios are as follows: * **when there are mixed ages, follow the ratio for the youngest child**
- infants (1:4)
 - toddlers (1:4)
 - preschoolers (1:8)
7. Follow proper hand washing techniques (attached), all adults and children wash their when they arrive at the site, after using the bathroom, before and after changing diapers, and before and after eating.
8. If nutritious snacks are provided by the program, they must be approved by the parents, guardians or caregivers and align with the attached meal pattern requirements.
9. Positive techniques, such as redirection and calm, verbal, responsive language is used at all times to guide children's behavior. Adults model expected behavior and utilize positive verbal guidance that is respectful towards children, labels and validates children's feelings, and clarifies the reasons and explanations for expected behaviors. Adults actively listen to children and respond in a sensitive manner. Yelling, spanking or other negative forms of discipline or punishment is prohibited.
10. A sufficient supply of age-appropriate toys, materials, and equipment that are too large for a child to swallow and free from sharp edges and points, , are organized and available at all times, including:
- Art supplies;



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- Books;
 - Rubber or soft plastic balls;
 - Puzzles and toys to enhance manipulative skills;
 - Blocks;
 - Washable soft toys and dolls;
 - Musical instruments; and
 - Indoor and outdoor equipment to enhance large muscle development; indoor and outdoor play areas are clean, safe and free from hazards.
11. There is a plan for notifying the child's parent, guardian or caregiver when a diaper change is needed and there is a clean and safe place designated for the parent to change diapers that can be cleaned and sanitized after each use. Proper diapering procedures are posted in the designated changing area.
12. Parents, guardians or caregivers are immediately notified if a child is injured, sick or lost.
13. There is a first aid kit, available to adults but inaccessible to children, on facility premises that contains first aid supplies in a quantity sufficient to meet the needs of the enrolled children including the following:
- Sterile bandages including:
 - Adhesive bandages of assorted sizes,
 - Sterile gauze pads, and
 - Sterile gauze rolls;
 - Antiseptic solution or sealed antiseptic wipes;
 - A pair of scissors;
 - Adhesive tape;
 - Single-use, non-porous gloves; and
 - Reclosable plastic bags of at least one-gallon size.
14. Emergency phone numbers and any known allergies or special health care needs are documented for each child upon signing in.


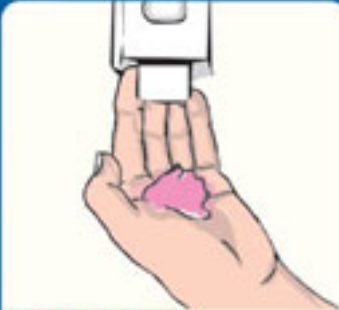






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Handwashing:

How to wash your hands properly

 1 Wet your hands	 2 Liquid soap	 3 Lather and scrub - 20 sec	
 4 Rinse - 10 sec	 5 Dry your hands	 6 Turn off tap	DON'T FORGET TO WASH: <ul style="list-style-type: none">- between your fingers- under your nails- the tops of your hands

Meal Patterns:

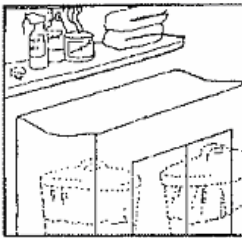
TABLE OF MEAL PATTERN REQUIREMENTS FOR CHILDREN			
Food Components	Ages 1 through 2 years	Ages 3 through 5 years	Ages 6 and Older
Breakfast: 1. Milk, fluid 2. Vegetable, fruit, or full-strength juice 3. Bread and bread alternates (whole grain or enriched): Bread or cornbread, rolls, muffins, or biscuits or cold dry cereal (volume or weight, whichever is less) or cooked cereal, pasta, noodle products, or cereal grains	1/2 cup 1/4 cup 1/2 slice 1/2 serving 1/4 cup 1/4 cup	3/4 cup 1/2 cup 1/2 slice 1/2 serving 1/3 cup 1/4 cup	1 cup 1/2 cup 1 slice 1 serving 3/4 cup 1/2 cup
Lunch or Supper: 1. Milk, fluid 2. Vegetable and/or fruit (2 or more kinds) 3. Bread and bread alternates (whole grain or enriched): Bread or cornbread, rolls, muffins, or biscuits or cold dry cereal (volume or weight, whichever is less) or cooked cereal, pasta, noodle products, or cereal grains 4. Meat or meat alternates: Lean meat, fish, or poultry (edible portion as served) or cheese or egg or cooked dry beans or peas* or peanut butter, soy nut butter, or other nut or seed butters or peanuts, soy nuts, tree nuts, or seeds or an equivalent quantity of any combination of the above meat/meat alternates or yogurt	1/2 cup 1/4 cup total 1/2 slice 1/2 serving 1/4 cup 1/4 cup 1 oz. 1 oz. 1/2 egg 1/4 cup 2 tbsp** 1/2 oz.** 4 oz.	3/4 cup 1/2 cup total 1/2 slice 1/2 serving 1/3 cup 1/4 cup 1 1/2 oz. 1 1/2 oz. 3/4 egg 3/8 cup 3 tbsp** 3/4 oz.** 6 oz.	1 cup 3/4 cup total 1 slice 1 serving 3/4 cup 1/2 cup 2 oz. 2 oz. 1 egg 1/2 cup 4 tbsp** 1 oz.** 8 oz.

<p>Snack: (select 2 of these 4 components)***</p> <ol style="list-style-type: none"> 1. Milk, fluid 2. Vegetable, fruit, or full-strength juice 3. Bread and bread alternates (whole grain or enriched): <ul style="list-style-type: none"> Bread or cornbread, rolls, muffins, or biscuits or cold dry cereal (volume or weight, whichever is less) or cooked cereal, pasta, noodle products, or cereal grains 4. Meat or meat alternates: <ul style="list-style-type: none"> Lean meat, fish, or poultry (edible portion as served) or cheese or egg or cooked dry beans or peas* or peanut butter, soy nut butter, or other nut or seed butters or peanuts, soy nuts, tree nuts, or seeds or an equivalent quantity of any combination of the above meat/meat alternates or yogurt 	<p>1/2 cup 1/2 cup</p> <p>1/2 slice 1/2 serving 1/4 cup 1/4 cup</p> <p>1/2 oz. 1/2 oz. 1/2 egg 1/8 cup 1 tbsp</p> <p>1/2 oz.</p> <p>2 oz.</p>	<p>1/2 cup 1/2 cup</p> <p>1/2 slice 1/2 serving 1/3 cup 1/4 cup</p> <p>1/2 oz. 1/2 oz. 1/2 egg 1/8 cup 1 tbsp</p> <p>1/2 oz.</p> <p>2 oz.</p>	<p>1 cup 3/4 cup</p> <p>1 slice 1 serving 3/4 cup 1/2 cup</p> <p>1 oz. 1 oz. 1/2 egg 1/4 cup 2 tbsp</p> <p>1 oz.</p> <p>4 oz.</p>
<p>* In the same meal service, dried beans or dried peas may be used as a meat alternate or as a vegetable; however, such use does not satisfy the requirement for both components.</p> <p>** At lunch and supper, no more than 50% of the requirement shall be met with nuts, seeds, or nut butters. Nuts, seeds, or nut butters shall be combined with another meat or meat alternative to fulfill the requirement. Two tablespoons of nut butter or one ounce of nuts or seeds equals one ounce of meat.</p> <p>*** Juice may not be served when milk is served as the only other component.</p>			

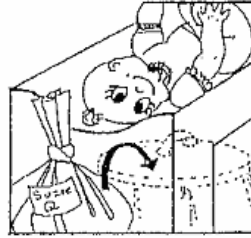
Diaper Changing:

DIAPER CHANGING

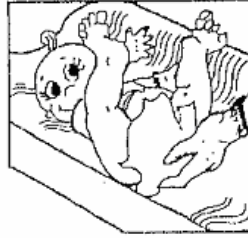
A child's diaper shall be changed as soon as it is soiled.



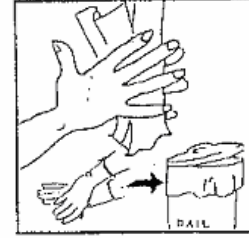
1. Diaper change surface shall be nonabsorbent, seamless and smooth, and kept clear of items not required for diaper change. Wash hands with antibacterial soap and water. **WASH AWAY GERMS** before each diaper change! Put on disposable gloves.



2. Place child on surface. Remove soiled diaper/clothing. Place soiled diaper into a covered, plastic lined container. Place soiled clothing into a plastic lined container (for this purpose only) until pick-up.



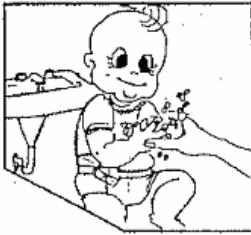
3. Clean child's bottom with disposable wipe. Throw soiled wipe into the soiled diaper container.



4. Remove Gloves and throw away in the soiled diaper container. Use disposable wipe to further clean your hands, if needed. (Limit touching the environment or supplies with gloved hands.)



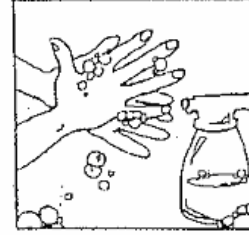
5. After removing the contaminated gloves, put a clean diaper on the child and dress the child.



6. Wash the CHILD'S hands (regardless of age) with running water and antibacterial soap. Return the child to the activity area or crib.



7. Clean the diaper changing area with soap and water, and sanitize with bleach solution, using single use paper towels.



8. Wash YOUR hands with antibacterial soap and water. **WASH AWAY GERMS!** Be sure to note the diaper change on the dated log.

Parenting Outreach and Awareness

Unit of Service and related Target Service Number

A Unit of Service is a FTF designated indicator of performance specific to each FTF strategy. It is composed of a unit of measure and a number (Target Service Number).

A Unit of Measure/Service can be a target population and/or a service/product that a grantee is expected to serve as part of an agreement. Target Service Number represents the number of units (e.g. target population) proposed to be served or number of products/services proposed to be delivered during the contract year.

For example, for the FTF strategy Home Visitation the FTF Unit of Service is “number of families served” and a Target Service Number of 50 represents the number of families the program proposes to serve during the contract period. All FTF applicants must clearly state in the proposal a target service number for each strategy specific Unit of Service.

For **Parenting Outreach and Awareness**, the units of service are:

- Number of books distributed**
- Number of local resource guides distributed**
- Number of workshops held**
- Number of events held**
- Number of participating practices**

Determining and Interpreting Target Service Numbers

Number of books distributed should reflect the total number of books to be distributed for one grant contract period (in most cases, one year). If book distribution is not proposed as part of your contract, reflect zero as the target service number.

Number of local resource guides distributed should reflect the total number of local resource guides to be distributed for one grant contract period (in most cases, one year). If local resource guide distribution is not proposed as part of your contract, reflect zero as the target service number.

Number of workshops held should reflect the total number of workshops for parents targeted to be held for one grant contract period (in most cases, one year). A workshop is a one-time informational session for parents/families to increase awareness about child development or child health topics. If conducting workshop is not proposed as part of your contract, reflect zero as the target service number.

Number of events held should reflect the total number of events for parents targeted to be held for one grant contract period (in most cases, one year). An event involves a one-time dissemination of information to the public about child development or child health topics. If conducting events is not proposed as part of your contract, reflect zero as the target service number.

Number of participating practices should reflect the total number of medical practices proposed to be served (enrolled and/or continue to be trained) during the grant contract period (in most cases, one year).

Performance Measures

Performance Measures measure (1) key indicators of performance (i.e. Unit of Service); (2) basic implementation of strategy; (3) alignment of program activities to strategy specific standards of practice, (4) performance or progress toward pre-established strategic goals. Performance measures may include the level or type of program activities conducted (e.g. serving families/children through home visits) and/or the direct services and products delivered by a program (e.g., providing scholarships).

For **Parenting Outreach and Awareness**, performance measures are:

Number of books distributed/proposed number

Number of local resource guides distributed /proposed number

Number of workshops held/proposed number

Number of events held/proposed number

Number of participating practices/ proposed service number

Number of physicians trained in Reach Out and Read program model

Number of trainings conducted

Number of professionals attended

Number of children receiving books

Number of adults attending workshops

Number of adults attending event

Number of paid media

Number of earned media

Number of impressions

Number of education reinforcement items distributed

County Attorney's Comment

Date: April 12, 2016
To: Gila County Board of Supervisors
From: Gila County Attorney's Office
Re: April 19, 2016 Agenda Item Number 3718 (Agreement between First Things First and Gila County Library District)

The county attorney's office is unable to approve the agreement as to form. The reason is described below.

A.R.S. § 44-4401

A.R.S. § 41-4401(A) reads, in part:

Every government entity shall require that *every government entity contract include all* of the following provisions: 1. That each contractor and subcontractor warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with section 23-214, subsection A. 2. That a breach of warranty under paragraph 1 shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract. 3. That the government entity retains the legal right to inspect the papers of any contractor or subcontractor employee who

works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

(Emphasis added.)

Although the agreement contains provisions regarding immigration law, it does not fully comply with this binding legislative directive.

Regular BOS Meeting

Meeting Date: 04/19/2016

Submitted By: Michael O'Driscoll, Director

Department: Health & Emergency Services Division: Health Services

Information

Request/Subject

Approval of updated Delegation Agreement between the Arizona Department of Environmental Quality (ADEQ) and Gila County Division of Health and Emergency Services to administer the onsite wastewater program.

Background Information

On October 9, 2007, Gila County Board of Supervisors approved Delegation Agreement No-06-0020 between the Gila County Community Development Division, Gila County Health and Community Services Division, and ADEQ to delegate functions of ADEQ statutes, rules and policies for water quality and solid waste management functions and duties. On June 26, 2012, the Gila County Board of Supervisors approved an extension to Delegation Agreement No-06-0020.

On November 16, 2015, the onsite wastewater program was transferred from the Gila County Community Development Division to the Health & Emergency Services Division which necessitated the need for an updated Delegation Agreement. The new updated Delegation Agreement has the following changes made to it:

1. Updated contract number to conform to the ProcureAz system; and, that was changed from EV12-0053 to ADEQ16-114067.
2. Page 1- Replaced the reference to A.R.S. 11-952 with A.R.S. 49-107 because this document is a Delegation Agreement, not an Intergovernmental Agreement for the joint exercise of powers common to the County and ADEQ.
3. Page 3 - Added to Paragraph D the E-verify requirements in A.R.S. 41-4401(A) and 23-214(A) that shall be included in every government contract.
4. Page 4 - Replaced the word "intent" with "request" in Paragraph G.6 to clarify that ADEQ is to forward the Local Authority's (LA) request and that the LA does not have authority to initiate an enforcement action where the Arizona Attorney General has exclusive authority to bring an action.
5. Page 5 - Clarified in Paragraph H.1 that ADEQ will pay for only the Office of Administrative Hearing's costs on behalf of the County, not the County costs.
6. In Appendix A at Item 5 concerning 4.23 General Aquifer Protection Permits added "Not applicable to LA" as requested by Gila County.
7. Updated Appendix B at C.4 to change "Environmental Health Specialist series" to "Environmental Scientist and Specialist" series after ADEQ reclassified its positions (job description attached).
8. Added to the Signature Page language to memorialize the date of approval by the County Board of Supervisors pursuant to its authority and replaced reference to A.R.S. 11-952 with A.R.S. 11-201(A)(3) and 49-107.

Evaluation

This agreement delegates the execution of the ADEQ Individual On-Site Sewage Treatment Rules to Gila County. This delegation allows Gila County to serve its residents directly and receive the permit fees for the services provided.

Conclusion

This Delegation Agreement with ADEQ allows the Health and Emergency Services Division to provide oversight for individual on-site wastewater systems and conduct enforcement activities to mitigate surfacing effluent on properties in Gila County.

Recommendation

Michael O'Driscoll, Health and Emergency Services Division Director, recommends approval of Delegation Agreement ADEQ16-114067 with ADEQ to accept functions of ADEQ statutes, rules and policies for water quality and solid waste management functions and duties.

Suggested Motion

Approval of Delegation Agreement No. ADEQ16-114067 (replaces Agreement No. EV12-0053) with the Arizona Department of Environmental Quality (ADEQ) to accept functions of ADEQ statutes, rules and policies for water quality and solid waste management functions and duties.

Attachments

ADEQ16-114067 Delegation Agreement

2016 ADEQ Delegation Letter

2012 ADEQ Delegation Agreement extension

2007 ADEQ Delegation Agreement

County Attorney Comment

DELEGATION AGREEMENT

Between

Arizona Department of Environmental Quality

And

Gila County, hereinafter, County, a political subdivision of the State of Arizona,
acting by and through the County Division of Health & Emergency Services,
Environmental Health Department

Delegation Agreement #ADEQ16-114067
(Revised Delegation Agreement formerly # EV12-0053)

Whereas, Arizona Revised Statutes (A.R.S.) § 49-107, authorizes the Director of the Arizona Department of Environmental Quality (ADEQ) to delegate to a local environmental agency, or county health department, any functions, powers, and duties, hereinafter, Functions and Duties, which the Director believes can be competently, efficiently, and properly performed by the local environmental agency, or county health department and

Whereas, the Gila County Division of Health & Emergency Services, Environmental Health Department is the local environmental agency or county health department, hereinafter, LA, as set forth in A.R.S. § 49-107, and

Whereas, A.R.S. §§ 11-201(A)(3) and 49-107 authorize the County Board of Supervisors (and by delegation the LA, where the LA is a local environmental agency or health department) to enter into contracts as necessary to assist LA in exercising its powers, and

Whereas, the LA deems that it is in its best interests to accept such delegation,

Therefore, the Director of ADEQ delegates to the Gila County Division of Health & Emergency Services, Environmental Health Department as LA, and the LA accepts the delegation of those Functions and Duties described in the Appendices of this Delegation Agreement, hereinafter Agreement, (Appendix A of this Agreement for Wastewater and Drinking Water Delegations, Appendix B of this Agreement for Solid Waste Delegations) on behalf of ADEQ and in accordance with the terms and conditions specified in this Agreement.

A. DELEGATED FUNCTIONS AND DUTIES

The Functions and Duties that are delegated to the LA by this Agreement are identified in Sections A through N, and in Appendices A and B of this Agreement. ADEQ statutes, rules, policies and guidance shall be used in implementing the delegated Functions and Duties. The Functions and Duties not specifically delegated by this Agreement are retained by ADEQ.

B. STANDARDS OF PERFORMANCE

1. The standards of performance required of the LA to perform the delegated Functions and Duties and to fulfill the terms of this Agreement are those provided by statute and duly adopted rule, and are generally the same as those required of ADEQ personnel. The performance of the delegated Functions and Duties by the LA shall conform to ADEQ statutes, rules, policies and guidance. Program-specific standards of performance are identified in the Appendices of this Agreement.
2. ADEQ shall provide the LA with periodic training upon the request of the LA.
3. ADEQ shall provide operating guidance for use in implementing the terms of this Agreement concurrent with the execution of this Agreement. ADEQ will use its best efforts to provide the LA with new and/or updated guidance prior to or shortly after the effective date of the guidance. The guidance shall, at a minimum, include Engineering Bulletins, program guidance memoranda, substantive policy statements, copies of all applicable forms, policies and procedures, and other material that may assist the LA to carry out the delegated Functions and Duties specified in this Agreement. The LA may contact ADEQ for clarification or guidance on procedural or technical issues.
4. In the event of any dispute between the LA and a third party regarding the LA's interpretation or application of ADEQ statutes, rules, policies and guidance, ADEQ shall, if requested by the LA, provide timely assistance and direction to the LA.

C. FEE AUTHORITY AND TYPES OF FEES

1. To the extent permitted by law, ADEQ delegates the authority to collect fees under its established fee rules to assure the LA may accomplish delegated Functions and Duties according to the applicable standards.

The LA shall annually report delegated program authority fees to ADEQ on or before September 1st. The report shall list all permits issued that year and the total revenue for each general permit category. ADEQ shall provide the LA with a template for the report. The report shall be delivered to ADEQ Central Office, 1110 West Washington Avenue, Phoenix, Arizona 85007, to the Assistant Director of Business and Financial Services.

Unless otherwise provided by statute, fees imposed by the LA shall be limited to the cost of service, including all direct and indirect costs.

2. Fees are authorized by, and shall conform to, the requirements of state laws and rules and county ordinances.
3. All fees collected by the LA pursuant to this Agreement shall be retained by the LA as consideration for performing the Functions and Duties described in this Agreement.

D. PERSONNEL QUALIFICATIONS

1. The required personnel qualifications for exercising each Program's delegated Functions and Duties are identified in the corresponding Appendix to this Agreement.
2. To comply with A.R.S. § 41-4401(A), each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each party retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor is complying with this warranty.

E. RECORD KEEPING AND REPORTING REQUIREMENTS

1. The LA agrees to maintain records relating to its performance of the delegated Functions and Duties as specified in this Agreement for a period of ten years from the date of complete resolution of any technical dispute, contested case, action against a party, or any appealable agency action, unless a longer period is required by statute or rule.
2. The LA agrees to create and submit reports related to its performance of the delegated Functions and Duties as specified in this Agreement. The reports shall be created and submitted to ADEQ in accordance with the specifications in the Appendices to this Agreement.

F. OVERSIGHT ACTIVITIES

1. ADEQ may accompany LA personnel on inspections and may review all records relating to the LA's performance of the delegated Functions and Duties as set forth in this Agreement. ADEQ shall provide prior notice to the LA of its intent to accompany LA personnel on inspections. LA personnel may accompany ADEQ inspectors on inspections for purposes of training, information sharing or coordinating LA and ADEQ activities. The LA shall provide prior notice to ADEQ of its request to accompany ADEQ inspectors on inspections.
2. Periodically, ADEQ shall conduct an evaluation of the LA's performance of the delegated Functions and Duties. Either party to this Agreement may request that the frequency of evaluations be increased. The initial results of all program evaluations shall be in writing and shall be communicated to the LA in a draft report. The LA is entitled to comment on the draft report. After ADEQ'S response to comments, ADEQ shall finalize the report and transmit a copy to the LA. The final reports of all program evaluations are public documents pursuant to A.R.S. § 39-121 *et seq.*

G. DELEGATION OF ENFORCEMENT AUTHORITIES; LOCAL AGENCY OBLIGATIONS

1. This Agreement is subject to the provisions of A.R.S. § 49-106 concerning statewide application of rules.
2. As a supplement to any independent statutory authority LA may have, LA is hereby delegated the enforcement authorities pursuant to A.R.S. §§ 44-1307, 49-141, 49-142, 49-261, 49-262, 49-354 (A) and (B), as applicable to the delegated Functions and Duties specified in this Agreement.
3. The LA shall be responsible for initiating timely and appropriate enforcement actions for alleged violations by individuals and facilities affected under this Agreement. The LA agrees to the extent practical to shall make compliance determinations and conduct enforcement actions in accordance with ADEQ's Compliance and Enforcement Handbook. The LA shall use inspection checklists and boilerplate documents provided by ADEQ or such documents that contain the same content as those documents provided by ADEQ.
4. ADEQ retains its authority to take an enforcement action against any individual or facility, the regulation of which is specified in this Agreement. At its discretion, ADEQ may refrain from exercising such authority if ADEQ determines that the enforcement action taken by the LA is timely, appropriate and effective. Except in a case involving an immediate threat to the public health, safety or environment, ADEQ shall give the LA 30 days prior written notice of its intent to initiate an enforcement action if the LA fails to initiate such enforcement action. In a case involving an immediate threat to the public health, safety or environment, ADEQ shall make its best efforts to notify the LA prior to its undertaking such an enforcement action.
5. Where appropriate, and if there is no conflict with applicable environmental statutes and rules, LA may conduct enforcement action using the authority provided by A.R.S. Title 36. Nothing herein shall preclude LA from independently initiating enforcement action pursuant to its own authority under A.R.S. §§ 36-602, 36-603, 49-143, and 49-144, or any other civil or criminal statute or local ordinance, or from pursuing any other available legal or equitable remedy.
6. In those cases where the Attorney General has exclusive authority to bring an action to collect civil penalties, ADEQ shall timely notify the Attorney General of the LA's request to initiate an enforcement action, and such enforcement action shall be coordinated among the LA, ADEQ, the Attorney General and the LA's County Attorney.
7. In cases of civil enforcement, the LA and ADEQ shall coordinate litigation and settlements, unless the LA has independent statutory enforcement authority. The LA and ADEQ may act as co-plaintiffs in order to maximize resources.
8. In cases where LA and ADEQ are co-plaintiffs involving alleged violations that require

civil penalties to be deposited in the state general fund, all civil penalties collected shall be forwarded to ADEQ with copies of court documentation for deposit into the state general fund. Unless otherwise required by law, in all other cases where LA and ADEQ are co-plaintiffs, all civil penalties collected shall be divided equally unless other mutually agreeable arrangements are made prior to the commencement of the action.

9. ADEQ may execute compliance initiatives directed at certain classes of violations or facilities that are alleged to be in violation of applicable statutes or rules. When possible, ADEQ will provide the LA with 30 days prior written notice of such initiatives. To the best of its ability, the LA agrees to cooperate in the successful execution of such compliance initiatives that involve facilities, the regulation of which has been delegated by this Agreement.

H. APPEALS OF LOCAL AGENCY ACTIONS

1. Unless otherwise provided by statute, LA shall conduct administrative hearings for appeals of licensing decisions and enforcement actions taken by the LA under the delegated Functions and Duties of this Agreement in accordance with the A.R.S. Title 41, Chapter 6 Administrative Procedures, A.R.S. § 41-1092 *et seq.*, and the Office of Administrative Hearings, Rules of Procedure, Arizona Administrative Code (A.A.C.) R2-19-101 *et seq.* The LA shall use administrative law judges provided by the Office of Administrative Hearings (OAH). If an OAH administrative law judge conducts an administrative hearing under this Agreement, ADEQ shall pay for the OAH's costs on behalf of the LA related to the hearing. The LA, the LA's County Attorney, or counsel retained by LA, shall represent the LA at all administrative hearings. Nothing in this agreement mandates that the LA contract for the services of administrative law judges with respect to administrative hearings involving matters arising from the LA's independent authority, functions and duties.
2. Pursuant to A.R.S. § 12-904, if the OAH administrative law judge grants or denies the relief requested, either the appellant or the LA may file a complaint in superior court within 35 days after the decision.
3. The LA shall provide ADEQ an annual report by July 31st of appeals filed and their final resolution.

I. LICENSING AUTHORITY

1. The LA agrees to comply with the overall time frames set forth in A.A.C. R18-1-525 when issuing licenses pursuant to delegated Functions and Duties under this Agreement. The LA shall provide a quarterly report within 30 days after the end of the calendar quarter to ADEQ indicating the number of licenses issued that quarter, by general type of license, and the number of licenses that exceeded the licensing time frame for the licensing decision. If the LA fails to meet a licensing time frame, the quarterly report shall indicate the reason(s) why the licensing time frame was missed and the corrective

action the LA has taken. If the LA demonstrates a pattern of failing to meet the required licensing time frames, ADEQ shall assist the LA in correcting the deficiencies in LA's licensing procedures.

2. The LA shall submit the quarterly reports described in subsection 1 of this Section to the ADEQ primary contact person designated in Appendices A and B of this Agreement.

J. LOCAL AGENCY INDEPENDENT AUTHORITY; SUBDELEGATION

1. ADEQ's delegation of Functions and Duties to a municipality within the LA's boundaries shall in no way infringe upon, reduce or usurp the LA's right, authority and responsibility to implement non-delegated authorized activities and programs.
2. The LA may not sub-delegate Functions and Duties delegated pursuant to this Agreement to another local government agency or political subdivision without obtaining the prior written approval of the Director of ADEQ.
3. ADEQ shall provide the LA a copy of any delegation agreement it has entered into with a municipality, located in whole or in part within the LA's boundaries.
4. If LA has its own health and environmental code which covers matters delegated to a municipality by ADEQ it is agreed that such municipal delegations will be executed jointly by ADEQ and The LA.

K. CONFLICT RESOLUTION PROCEDURES

The parties may resolve a conflict arising under this Agreement through arbitration. If the parties invoke this provision, the parties shall select a mutually acceptable third party as arbitrator. Each party shall bear its own arbitration fees, attorney fees and costs.

L. AMENDMENT AND TERMINATION PROCEDURES

1. Either party may seek to amend this Agreement. An amendment to this Agreement shall be in writing, shall be executed by the Director of ADEQ, the Director of the LA, the Chairman of the LA's Board of Supervisors, the Clerk of the LA's Board of Supervisors, and shall be approved as to form by the Attorney General and the LA's County Attorney. Amendments shall comply with the provisions in A.R.S. § 41-1081. Amendments to this Agreement shall be effective 30 days after written notice of ADEQ's final decision to amend this agreement and approval by all parties.
2. This Agreement may be terminated, in whole or in part, by either party upon providing 30 days prior written notice by certified mail to the other party and in compliance with subsection 3 of this section.

3. The LA shall, prior to the termination of all or part of this Agreement, forward to the ADEQ Director all files, public documents and pending applications received by the LA for those delegated Functions and Duties being terminated, a summary status report of those delegated Functions and Duties, and shall provide written notification to all persons with pending applications and to all regulated facilities affected by the termination of this Agreement.
4. The cancellation provisions of A.R.S. § 38-511, the terms of which are incorporated by reference, shall apply to this Agreement.

M. TERM OF AGREEMENT

Unless otherwise stated, this Agreement is effective 30 days after written notice of ADEQ's decision to enter into this Agreement and approval by all parties. This Agreement shall expire on June 30, 2050. If a new Agreement is not executed by that date, ADEQ and the LA may agree to extend this Agreement by filing an amendment in accordance with Section L of this Agreement.

N. NAME AND ADDRESS OF PRIMARY CONTACT PERSONS

ADEQ Diane L. Arnst
Regulatory and Policy Analyst
Arizona Department of Environmental Quality
1110 W. Washington Street
Phoenix, AZ 85007
(602) 771-2375
da2@azdeq.gov

LA Michael O'Driscoll, Director
Health and Emergency Services Division
5515 S. Apache Ave.
Globe, AZ 85501
(928) 402-8767
modriscoll@co.gila.az.us

The name of a successor to any of the above-named individuals shall not require the execution of an amendment to this Agreement.

Appendix A

Gila County Water Quality Management

A. Delegated Functions and Duties:

The LA agrees to perform those delegated Functions and Duties listed in the following table:

Functions and Duties	Applicable Rule(s) in Title 18 of the Arizona Administrative Code	Personnel Qualifications	Standards of Performance
1. General functions and duties pertaining to the administration of <u>Type 1 and Type 4 General Aquifer Protection Permits</u> delegated to the LA pursuant to this table. The extent of the applicable rules for these general functions and duties shall be limited to those relevant to the approvals, authorizations and permits which are herein delegated to the LA. Delegated functions and duties are further limited in Subpart B.	R18-9-101; R18-9-110; R18-9-A301(A)(1), (A)(4), (B) and (D); R18-9-A302 through R18-9-A308; R18-9-A309 except (E); R18-9-A310 except (D)(1)(d) and (H); R18-9-A311 through A313; R18-9-A314 except (3)(b); R18-9-A315; and R18-9-A316 except (B)	C1, C2, C3, C4, C5	D1.1 - D1.4
2. Complaint response, compliance assistance, and compliance and enforcement responsibilities for the following <u>Type 1 General Aquifer Protection Permits</u> : 1.08 Earth pit privy 1.09 On- site wastewater treatment facilities and sewage treatment facilities approved by the Department before January 1, 2001 operating under a general permit before January 1, 2001 with a flow less than 20,000 gallons per day	R18-9-B301(G), (H), and (I).	C1, C2, C3, C4, C5	D1.1 - D1.4

Functions and Duties	Applicable Rule(s) in Title 18 of the Arizona Administrative Code	Personnel Qualifications	Standards of Performance
3. Application review, inspection, issuance or denial of Construction and Discharge Authorizations, compliance and enforcement tasks for the <u>4.02 General Aquifer Protection Permit for a Septic Tank System with Disposal by Trench, Bed, Chamber Technology, or Seepage Pit</u> with a design flow of less than 3000 gallons per day.	R18-9-E302 and relevant rules listed for Item #1	C1, C2, C3, C4, C5	D1.1 - D1.4
4. Application review, inspection, issuance or denial of Construction and Discharge Authorizations, compliance and enforcement for the following <u>4.03 through 4.22 General Aquifer Protection Permits for On-Site Wastewater Treatment Facilities</u> with a design flow of less than 3000 gallons per day (delegation is granted for those general permits that are not stricken):	Relevant rules listed for Item #1 and:	Licensing decision for issuance or denial of a Construction Authorization or Discharge Authorization: C1, C2, C3, C5 All other functions and duties: C1, C2, C3, C4, C5	D1.1 - D1.4
4.03 Composting toilet	R18-9-E303		
4.04 Pressure distribution system	R18-9-E304		
4.05 Gravelless trench	R18-9-E305		
4.06 Natural seal E-T bed	R18-9-E306		
4.07 Lined E-T bed	R18-9-E307		
4.08 Wisconsin mound	R18-9-E308		
4.09 Engineered pad system	R18-9-E309		
4.10 Intermittent sand filter	R18-9-E310		
4.11 Peat filter	R18-9-E311		
4.12 Textile filter	R18-9-E312		
4.13 Denitrifying w/separated wastewater streams	R18-9-E313		
4.14 Sewage vault	R18-9-E314		
4.15 Aerobic system	R18-9-E315		
4.16 Nitrate-reactive media filter	R18-9-E316		
4.17 Cap system	R18-9-E317		
4.18 Constructed wetlands	R18-9-E318		
4.19 Sand-lined trench	R18-9-E319		
4.20 Disinfection devices	R18-9-E320		
4.21 Surface disposal	R18-9-E321		
4.22 Subsurface drip irrigation	R18-9-E322		

Functions and Duties	Applicable Rule(s) in Title 18 of the Arizona Administrative Code	Personnel Qualifications	Standards of Performance
<p>5. <u>4.23 General Aquifer Protection Permit for On-Site Wastewater Treatment Facilities</u> with a design flow from 3000 to less than 24,000 gallons per day</p> <ul style="list-style-type: none"> Not applicable to LA 	R18-9-E323 and relevant rules listed for Item #4.	<p>Licensing decision for issuance or denial of a Construction Authorization or Discharge Authorization: C1, C2, C3</p> <p>All other functions and duties: C1, C2, C3, C4, C5</p>	D1.1 - D1.4
<p>6. <u>4.01 General Aquifer Protection Permit for Sewage Collection Systems</u></p> <ul style="list-style-type: none"> Not Applicable to LA 			
<p>7. Complaint response and compliance assistance for private residential <u>Gray Water Systems</u> authorized by the Type 1 Reclaimed Water General Permit</p>	R18-9-701, R18-9-708(A), and R18-9-711 except (C) ¹	C1, C2, C3, C4, C5	D1.1 - D1.4
<p>8. <u>Certificate of Approval for Sanitary Facilities for Subdivisions</u></p> <ul style="list-style-type: none"> Not Applicable to LA 			
<p>9. <u>Public Drinking Water Facilities:</u></p> <ul style="list-style-type: none"> Not Applicable to LA 			
<p>10. <u>Public Drinking Water Systems using surface water treatment and all other systems serving more than 50,000 people</u></p> <ul style="list-style-type: none"> Not Applicable to LA 			
<p>11. <u>Public Drinking Water Systems using only ground water and serving less than 50,000 people</u></p> <ul style="list-style-type: none"> Not Applicable to LA 			

¹ Per A.R.S. §49-204.

Functions and Duties	Applicable Rule(s) in Title 18 of the Arizona Administrative Code	Personnel Qualifications	Standards of Performance
12. <u>Public Drinking Water Systems</u> • Not Applicable to LA			
13. <u>Public and Semipublic Swimming Pools</u> • Not Applicable to LA			

B. Exceptions and Special Provisions

The delegated Functions and Duties specified in Subpart A of this Appendix shall be subject to the following exceptions and special provisions:

1. ADEQ will provide the LA a copy of the draft Individual Aquifer Protection Permit for review and comment for any sewage treatment facility proposed within the LA's jurisdictional boundaries.
2. Within 60 days after the effective date of this Agreement, ADEQ and the LA shall jointly develop and approve a schedule of training for administering delegated Functions and Duties.
3. Within 180 days after the effective date of this Agreement, ADEQ and the LA shall jointly develop and approve the process to ensure maintenance of LA proficiencies for the administration and implementation of delegated Functions and Duties in Appendix A, Subpart A.
4. The Director of ADEQ shall not accept, directly from an applicant any application package that involves the performance of a delegated Function or Duty. However, if the Director of ADEQ determines there is a compelling reason for ADEQ to review and/or approve an application package that involves a delegated Function or Duty, the LA shall provide the application package to ADEQ upon written request by the Director of ADEQ. ADEQ shall forward a copy of the completed file to the LA for any application package reviewed by ADEQ.
5. Functions, and Duties of ADEQ related to the following facilities are NOT delegated:
 - a. Drinking water, wastewater or swimming pool facilities (1) owned by the federal government or the State of Arizona, (2) owned or operated by the LA, or (3) owned or operated by districts subject to the control of the LA. A private facility to be dedicated to the LA after completion of construction may be reviewed by the LA if all approvals and licenses are issued to the owner of the private facility prior to the date of the dedication to the LA.
 - b. Those relating to facilities financed, either wholly or in part, with federal grant funds administered by ADEQ. ADEQ shall provide a list of such facilities to the LA.
 - c. Those related to the implementation of A.A.C. R18-9-A312(G) where:
 - i. the request is beyond the scope of the technologies delegated to the LA.
 - ii. the request proposes a change to the listed performance criteria or hydraulic loading rates specified in A.A.C. R18-9-E302 through R18-9-E323, A.A.C. R18-9-A309(E) or in any ADEQ approved design reference document.

- iii. the request proposes a change to the relationship between soil absorption rate and either the percolation rate or the soil type, as established in A.A.C. R18-9-A312(D)(2)(b), except for adjustments due to the fraction of rock present in native soil.
 - iv. the request proposes a change to the relationship between the total coliform concentration, and the minimum vertical separation from groundwater or from a subsurface limiting condition, as established in A.A.C. R18-9-A312(E).
- 6. Final approval of any drinking water facility, wastewater facility or swimming pool facility which is designed by or for the LA, or for a capital improvement project, is NOT delegated to the LA. This exception does not prohibit or otherwise affect later assignment or transfer to the LA of a drinking water facility, wastewater facility or swimming pool facility having a construction completion approval issued by the LA.
- 7. ADEQ and LA agree to co-inspect wastewater facilities, where feasible, for training and coordination purposes.
- 8. For purposes of performing and reporting delegated Functions and Duties outlined in Appendix A, the LA shall use forms provided by the ADEQ. The LA may use other forms for the purposes of performing and reporting delegated Functions and Duties provided that the LA receives prior written approval from the Water Quality Division Director.
- 9. ADEQ shall maintain a list of proprietary and other reviewed products that may be used for on-site wastewater treatment facilities in accordance with A.A.C. R18-9-A309 (E) and retains the responsibility to receive and process all requests for product review in connection with this list.
- 10. For the purposes of determining project costs under this agreement, project cost is determined by the sum of the following cost categories:
 - (a) preparation of submittal quality design documents and related application documents for the project proposed for installation,
 - (b) all equipment/components/materials delivered to the construction site,
 - (c) all excavation & backfill,
 - (d) all installation of equipment/components/materials, and
 - (e) all tasks associated with pre-operational testing & startup.
- 11. Within 60 days of the effective date of this agreement, the LA shall provide ADEQ copies of all existing LA written policies utilized by the LA to perform delegated Functions and Duties. The LA shall also provide ADEQ with copies of any new policies relating to the performance of delegated Functions and Duties within 30 days of the policy becoming final.

C. Personnel Qualifications:

Subject to Subpart D, the Functions and Duties itemized in Subpart A shall be performed by individuals with specified minimum personnel qualifications. Where more than one personnel qualification category is shown in Subpart A, LA personnel performing the itemized functions and duties may qualify under any listed category, subject to the noted limitations.

Duties shall be performed by:

- 1. A Professional Engineer registered in the State of Arizona (equivalent of ADEQ Environmental Engineer position).

2. An individual who is an Engineer-in-Training candidate (A.A.C. R4-30-222, equivalent to the ADEQ Engineering Aide position), and who is directly supervised by a Professional Engineer registered in the State of Arizona.
3. A Registered Sanitarian with applicable experience or the equivalent of an ADEQ Environmental Program Specialist with applicable experience who is directly supervised by a Professional Engineer registered in the State of Arizona.
4. An individual who is either an Engineer-in-Training candidate (A.A.C. R4-30-222, equivalent to the ADEQ Engineering Aide position) or a Sanitarian-In-Training (A.A.C. R9-16-402); who has successfully completed 3 months training by either a Professional Engineer registered in the State of Arizona or a Registered Sanitarian.
5. A Registered Sanitarian.

D. Standards of Performance:

The LA shall comply with specified standards of performance for the Functions and Duties itemized in Subpart A. The following LA standards of performance apply to this Appendix:

1. General Provisions

- 1.1 The LA shall process applications to reach a licensing decision for delegated Functions and Duties itemized Subpart A of this Appendix under the framework of A.A.C. R18-1-501 through 524, and within the applicable time frames specified in A.A.C. R18-1-525, Tables 5, and 10 as amended.

Permits	Authority	Overall Timeframe
4.01 General Permit	A.R.S. § 49-245	
300 services or less	A.A.C. R18-9-E301	95
More than 300 services	A.A.C. R18-9-E301	136
4.02 – 4.23 General Permit	A.R.S. § 49-245	
Standard Single 4.02, 4.03, 4.13, and 4.14 General Permits less than 3,000 gallons per day	A.A.C. R18-9-E302, A.A.C. R18-9-E303, A.A.C. R18-9-E313, A.A.C. R18-9-E314	73
Standard Combined Two or three Type 4 General Permits less than 3,000 gallons per day	A.A.C. R18-9-E302 through R18-9-E322	95
Complex Combined Four or more Type 4 General Permits less than 3,000 gallons per day	A.A.C. R18-9-E302 through R18-9-E322	136
4.23 General Permit	A.A.C. R18-9-E323	136
A312G Request, Each	A.A.C. R18-9-A312(G)	8
Subdivision	A.R.S. § 49-104(B)(11)	
Individual Facilities	A.A.C. R18-5-408	67
Community Facilities	A.A.C. R18-5-403	58
Drinking Water ATC	A.R.S. § 49-353	
Standard	A.A.C. R18-5-505	53
Complex	A.A.C. R18-5-505	83
Drinking Water AOC	A.R.S. § 49-353	
Standard	A.A.C. R18-5-507	53
Complex	A.A.C. R18-5-507	83
Swimming Pool Water	A.R.S. § 49-104(B)(12)	

ATC		
Standard	A.A.C. R18-5-203	52
Complex	A.A.C. R18-5-203	83
Swimming Pool Water AOC		
	A.R.S. § 49-104(B)(12)	
Standard	A.A.C. R18-5-204	52
Complex	A.A.C. R18-5-204	83

- 1.2 Accurate file records shall be maintained by the LA showing evidence of application processing and the licensing including date, basis and stipulations, if any, for all licenses issued or denied, including those prepared by or under the supervision of a Professional Engineer registered in the State of Arizona.
- 1.3 If the project reviewed by the LA involves disposal or discharge of wastewater to a water of the United States, the LA shall direct the applicant to ADEQ (or the U.S. Environmental Protection Agency) for any necessary permits.
- 1.4 The LA shall incorporate within 60 business days of notification the update for any form, procedure or practice applicable to the delegated program.

2. Drinking Water Systems

- 2.1 Not applicable to LA.

E. Reporting Requirements:

The LA shall report program information for Functions and Duties delegated to the LA as listed in Subpart A of this Appendix.

1. General Provisions. The LA shall submit quarterly reports described in this Subpart. Reports shall be submitted on forms provided by ADEQ and shall be sent to ADEQ within fifteen (15) calendar days after the end of the reporting period, preferably in electronic format. The LA shall send reports to:

Delegation Program Specialist
Water Quality Division
Arizona Department of Environmental Quality
1110 West Washington Street
Phoenix, AZ 85007
delegations@azdeq.gov

2. Drinking Water Systems. Not Applicable to LA.
3. Type 4 General Aquifer Protection Permits (On-site Wastewater Treatment Facilities and Sewage Collection Systems). The LA shall submit the following information:
 - a. The numbers for issued Discharge Authorizations and denied Discharge Authorizations for Type 4 General Permits delegated to the LA.
 - b. The number of issued Discharge Authorizations exceeding overall licensing time frames.
 - c. Exception report for each Discharge Authorization which exceeded the overall licensing time frame.
 - d. The number of appeals of LA decisions filed by applicants and the disposition status for each appeal.

- e. The numbers for alternative features approved pursuant to A.A.C. R18-9-A312(G) for the issued Discharge Authorizations and for the denied Discharge Authorizations reported in item 3.a above.
 - f. The number of completed Notice of Transfer forms received.
- 4. Subdivisions. Not Applicable to LA.
 - 5. Public and Semipublic Swimming Pools and Spas. Not Applicable to LA.
 - 6. Enforcement Actions. A copy of each administrative, civil, or criminal action initiated under this Appendix.

F. Agency Contact Persons:

The following LA employees are responsible for administering the delegated Functions and Duties pursuant to this Appendix. The LA shall provide ADEQ written notice of any successor.

Name: Michael O'Driscoll
Title: Director
Health and Emergency Services Division
Address: 5515 S Apache Ave,
Globe, AZ 85501
(928) 402-8767
Email: modriscoll@co.gila.az.us

The following ADEQ employees are responsible for administering the Functions and Duties pursuant to this Appendix. ADEQ shall provide the LA written notice of any successor.

Approvals of On-Site Wastewater Treatment Facilities, Sewage Collection Systems, and Private Residential Gray Water

Name: Jerry Smit
Title: Manager, Groundwater Section
Address: Arizona Department of Environmental Quality
1110 West Washington Street
Phoenix, AZ 85007

Compliance and Enforcement

Name: Mindi Cross
Title: Manager, Water Quality Compliance Section
Address: Arizona Department of Environmental Quality
1110 West Washington Street
Phoenix, AZ 85007

The naming of a successor to any of the above individuals shall not require the re-execution of or an amendment to this Agreement.

**Appendix B
Gila County
Solid Waste Management**

A. DELEGATED FUNCTIONS AND DUTIES:

The LA agrees to perform those delegated Functions and Duties that are indicated with a Yes in the first column of the following table: Applicable statutes, rules and Title 40 Code of Federal Regulations (CFR) include those that authorize or prohibit the described activities and those that are to be enforced during the conduct of those activities.

Dele- gated?	Functions and Duties	Applicable Rules Statutes and CFRs	Personnel Qualifications	Stds. Of Performance
Yes	1. Annual inspection of septic tank cleaners	A.R.S. §§ 49-141, 142; A.A.C. R18-13-1106, 1112, 1116, 1117	2 or 4	1
Yes	2. Annual inspection of refuse haulers	A.R.S. §§ 49-141, 142; A.A.C. R18-13-304, 305, 306, 308, 309, 310, 311	2 or 4	2
Yes	3. Investigation of nuisance complaints, and enforcement to eliminate environmental nuisances	A.R.S. §§ 49-141, 142, 143, 144; A.A.C. R18-13-303, 304	2 or 4	1 or 2
Yes	4. Investigation of, and enforcement to eliminate illegal disposal of solid waste except for waste more specifically described in Functions and Duties 5,6, 7, 8, and 9	A.R.S. §§ 49-701, 701.01, 791(A)(4); A.A.C. R18-13-303, 304, 307, 311	2 or 4	2
No	5. Investigation of and enforcement to eliminate illegal waste tire storage and disposal	A.R.S. §§ 44-1301, 1304, 1304.01, 1307	2 or 4	N/A
No	6. Investigation of and enforcement to eliminate used oil disposal to land	A.R.S. §§ 49-801, 803, 811, 812; Title 40 CFR § 279.1	2 or 4	N/A
No	7. Investigation and enforcement of used oil generators for compliance with storage, labeling, and release response requirements	A.R.S. §§ 49-801, 802.C.1, 811, 812; Title 40 CFR §§ 279.1, 279.22	2 or 4	N/A

Dele-gated?	Functions and Duties	Applicable Rules Statutes and CFRs	Personnel Qualifications	Stds. Of Performance
No	8. Investigation of and enforcement to eliminate illegal disposal of lead acid batteries and unregistered collection sites	A.R.S. §§ 44-1321, 1322, 1324	2 or 4	N/A
No	9. Inspection and registration of lead acid battery collection and recycling facilities	A.R.S. §§ 44-1321, 1322, 1324	2 or 4	N/A
No	10. Inspection of agricultural solid waste landfills operated by persons engaged in farming or ranching on at least 40 acres in an unincorporated area	A.R.S. § 49-766(B); A.A.C. R18-13-304, 311	2 or 4	N/A
No	11. Inspection of landfills for the disposal of solid waste resulting from residents' household activities at single family residences located on a farm or ranch of more than 40 acres in an unincorporated area	A.R.S. § 49-766(A); A.A.C. R18-13-304, 311	2 or 4	N/A
Yes	12. Approval of solid waste collection and disposal provisions for new subdivisions	A.A.C. R18-5-409, R18-13-305, 311, 312	1, 3, or 4	N/A
No	13. Granting of refuse collection frequency variances for all commercial accounts and for residential areas outside city or town limits	A.A.C. R18-13-308(B)	1 or 4	N/A
No	14. Inspection of any other solid waste storage, treatment, processing or disposal facility other than solid waste landfills	A.R.S. § 49-762.07(F)	2, 3, or 4	N/A
No	15. Inspection of biohazardous medical waste transporters for ADEQ registration	A.R.S. §§ 49-761(D), 768; A.A.C. R18-13-1401, 1402, 1403, 1404, 1409	2 or 4	N/A

B. EXCEPTIONS AND SPECIAL PROVISIONS:

1. ADEQ retains authority for approval and issuance of solid waste facility plans for all municipal solid waste landfills and for all solid waste landfills other than municipal solid waste landfills.
2. ADEQ retains responsibility for the administration and enforcement of all solid waste facilities that are operated by federal, state, county or municipal agencies.
3. The LA shall retain all civil penalties assessed and collected pursuant to Subpart A of this Appendix.
4. The LA agrees to, to the extent practicable, conduct compliance and enforcement actions according to ADEQ policy.
5. Inspections of septic haulers will be conducted at least annually.
6. Inspection of refuse haulers will be conducted at least annually.

C. PERSONNEL QUALIFICATIONS:

The following minimum personnel qualifications shall apply to personnel performing the delegated Functions and Duties listed in Subpart A of this Appendix:

1. Duties shall be performed by a Registered Sanitarian;
2. Duties shall be performed by or under the direction of a Registered Sanitarian;
3. Duties shall be performed by or under the direct supervision of a Professional Engineer; or
4. Duties shall be performed by personnel with training and experience equivalent to ADEQ's Environmental Scientist and Specialist series and under the direct supervision of personnel with training and experience equivalent to ADEQ's Environmental Scientist and Specialist Manager/Supervisor.

D. STANDARDS OF PERFORMANCE:

The following standards of performance apply to the delegated Functions and Duties listed on Subpart A of this Appendix:

1. The LA shall administer and enforce the health and sanitation requirements pertaining to human excreta contained in A.A.C. R18-13-1112 through 1117 with the following stipulations:

- a. Any burial site or open dump site for human excreta approved by the LA in accordance with A.A.C. R18-13-1112 (A) and (B), that is used more than once, shall be considered a solid waste disposal facility and must first submit a solid waste facility plan to ADEQ pursuant to A.R.S. § 49-762.
 - b. The LA shall conduct annual inspections and issue permits for all vehicles used for the storage, collection, transportation or disposal of human excreta.
2. The LA shall administer and enforce the health and sanitation requirements contained in A.A.C. R18-13-301 *et seq.*, and the environmental nuisance requirements contained in A.R.S. §§ 49-141 through 49-144 with the following stipulations and exceptions:
 - a. The LA shall annually inspect all vehicles (excluding private passenger cars and pick-ups), that are routinely used to haul waste.
 - b. ADEQ shall only grant variances from the garbage collection frequency for residential units within the city limits upon receipt of a plan approved by the LA, in accordance with A.A.C. R18-13-308(B).
3. The LA shall administer and enforce the requirements specified in A.A.C. R18-5-409 pertaining to solid waste disposal from new subdivisions. ADEQ shall furnish the LA with a current list of approved disposal facilities and keep the list updated in a timely manner. The LA shall only approve subdivisions that utilize a facility on ADEQ's approved list.

E. REPORTING REQUIREMENTS:

1. The LA shall report to ADEQ annually on any solid waste inspections conducted, and enforcement actions, initiated or concluded (including Notices of Opportunity to Correct, Notices of Violation, Orders), by submitting a list of each administrative, civil, or criminal action initiated under this Agreement to the ADEQ Agency Contact person for Solid Waste, listed in Subpart F of this Appendix.
2. LA shall annually report to ADEQ by January 31st, the following delegated solid waste activities for the previous calendar year in accordance with Subpart A of this Appendix:
 - a. A list of all septic tank cleaners under county permit and a list of all disposal sites approved by LA for one time disposal of such wastes, pursuant to A.A.C. R18-13-1112(A) and (B). The LA shall provide a list of all inspections of septic tank cleaners conducted.

- b. A list of all refuse haulers under county permit. The LA shall provide the names of refuse haulers inspected and the date(s) of inspection.
- c. The LA shall report the following information:
 - 1) The number of nuisance complaints received;
 - 2) The name of facility/site(s) inspected and the date(s) of nuisance complaint investigations;
 - 3) The number of inspections revealing the presence of an environmental nuisance;
 - 4) The date and nature of enforcement actions taken if applicable; and
 - 5) The date violations were corrected, if applicable.
- d. The LA shall report the following information:
 - 1) The number of complaints received alleging the illegal disposal of solid waste;
 - 2) The name of facility/site(s) and date(s) inspected to investigate allegations of illegal solid waste disposal;
 - 3) The number of inspections and the name of facility/site(s) that revealed illegal disposal of solid waste;
 - 4) The date and nature of enforcement action taken if applicable; and
 - 5) The date violations were corrected, if applicable.
- e. The LA shall report the following information:
 - 1) The name and location of all sites that have applied for approval of solid waste collection and disposal services for a new subdivision; and
 - 2) The name and location of all sites for which approval of solid waste collection and disposal services for a new subdivision have been issued.

F. AGENCY CONTACT PERSONS:

The following LA employee is responsible for administering the delegated Functions and Duties pursuant to this Appendix. The LA shall provide written notice to ADEQ of any successor.

Name: Michael O'Driscoll
Title: Director
Gila County Health and Emergency Services Division
Address: 5515 S. Apache Avenue
Globe, AZ 85501
(928) 402-8767
Email: modriscoll@co.gila.az.us

The following ADEQ employee is responsible for administering the delegated Functions and Duties pursuant to this Appendix. ADEQ shall provide written notice to the LA of any successor.

Name: Pamela Nicola
Title: Manager, Inspections & Compliance Section
Address: Arizona Department of Environmental Quality
1110 West Washington Street
Phoenix, AZ 85007

The naming of a successor to any of the above individuals shall not require the re-execution of or an amendment to this Agreement.

**Signature Page for
Gila County
#ADEQ16-114067
(Revised Delegation Agreement formerly #EV12-0053)**

Arizona Department of Environmental Quality

**Gila County Division of Health & Emergency
Services, Environmental Health Department**

Misael Cabrera, Director Date

Michael O'Driscoll, Director Date

**Duly approved by the County Board of Supervisors on the ____ day of _____
20____, in accordance with its authority.**

Gila County Board of Supervisors

Michael A. Pastor, Chairman Date

Attest:

Clerk of the Board Date

**Pursuant to A.R.S. §§ 11-201(A)(3) and 49-107, the foregoing Agreement has been reviewed
by the undersigned attorneys for the County Division of Health & Emergency Services,
Environmental Health Department, and the Arizona Department of Environmental
Quality, who have determined that this Agreement is in proper form and is within the
powers and authority granted under Arizona law to their respective agencies.**

Jefferson R. Dalton Date
Deputy County Attorney
Civil Bureau Chief

Arizona Assistant Attorney General Date



Douglas A. Ducey
Governor

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY



Misael Cabrera
Director

March 8, 2016

Michael O'Driscoll, Director
Health and Emergency Services Division
Gila County Environmental Health Department
5515 S. Apache Avenue
Globe, AZ 85501

Subject: Changes to County Delegation Agreement Template

Dear Mr. O'Driscoll:

Please find enclosed two copies of the amended Delegation Agreement ADEQ16-114067 (formerly EV12-EV12-0053) changing the delegation from the Community Development Department to the Health and Emergency Services Division, Environmental Health Department and updating contact persons. The Notice of Proposed Delegation Agreement was published in the Arizona Administrative Register on November 27, 2015 at 21 A.A.R. 2984, and no comments were received during the required 30-day public comment period.

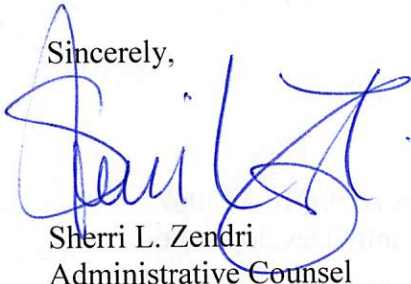
Additionally, after consultation with the Attorney General's Office and Gila County, the following changes to improve the Delegation Agreements have also been incorporated:

1. Updated the contract number to conform to the ProcureAz system.
2. Page 1 - Replaced the reference to A.R.S. § 11-952 with A.R.S. § 49-107 because this document is a Delegation Agreement, not an Intergovernmental Agreement for the joint exercise of powers common to the County and ADEQ.
3. Page 3 - Added to Paragraph D the E-verify requirements in A.R.S. §§ 41-4401(A) and 23-214(A) that shall be included in every government contract.
4. Page 4 - Replaced the word "intent" with "request" in Paragraph G.6 to clarify that ADEQ is to forward the LA's request and that the LA does not have authority to initiate an enforcement action where the Arizona Attorney General has exclusive authority to bring an action.
5. Page 5 - Clarified in Paragraph H.1 that ADEQ will pay for only the Office of Administrative Hearing's costs on behalf of the County, not County costs.

6. In Appendix A at Item 5 concerning 4.23 General Aquifer Protection Permits added "Not applicable to LA" as requested by Gila County
7. Updated Appendix B at C.4. to change "Environmental Health Specialist series" to "Environmental Scientist and Specialist" series after ADEQ reclassified its positions [job description is enclosed]
8. Added to the Signature Page language to memorialize the date of approval by the County Board of Supervisors pursuant to its authority and replaced the reference to A.R.S. § 11-952 with A.R.S. §§ 11-201(A)(3) and 49-107.

Please sign and date the signature pages on the two enclosed copies of the amended Delegation Agreement and return them to me. We will then obtain the remaining signatures and send you a fully executed copy of the amended Delegation Agreement. We look forward to continuing our cooperative efforts with Gila County

Sincerely,



Sherri L. Zendri
Administrative Counsel

Enclosures



Janice K. Brewer
Governor

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

1110 West Washington Street • Phoenix, Arizona 85007
(602) 771-2300 • www.azdeq.gov



Henry R. Darwin
Director

Extension of Delegation Agreement No. 06-0020 Between the Arizona Department of Environmental Quality and Gila County

In accordance with the provisions of A.R.S. § 41-1081 and the procedure outlined in Section M of the Delegation Agreement # 06-0020, this Delegation Agreement having been previously extended until June 30, 2012, the undersigned parties agree to extend the existing Agreement until June 30, 2013, or the effective date of the new Agreement, whatever occurs first. Upon becoming effective, this extension applies retroactively to July 1, 2012.

Arizona Department of Environmental Quality

Gila County Division of Health & Emergency
Services, Environmental Health Department

 7/13/12
Henry Darwin, Director Date

 6/1/12
Michael O'Driscoll, Director Date

Gila County Board of Supervisors

Gila County Community Development
Division, Wastewater Department

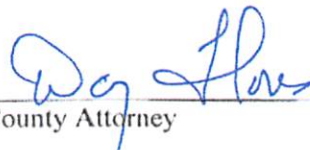

Tommie C. Martin, Chairman Date

 5-31-12
Robert A. Gould, Director Date

Attest:

 6-26-12
Clerk of the Board Date

Pursuant to A.R.S. § 11-952(D), the foregoing Agreement has been reviewed by the undersigned attorneys for the County Department of Health Services and the Arizona Department of Environmental Quality, who have determined that this Agreement is in proper form and is within the powers and authority granted under Arizona law to their respective agencies.

 6-26-12
County Attorney Date

 5/23/12
Arizona Assistant Attorney General Date

Southern Regional Office
400 West Congress Street • Suite 433 • Tucson, AZ 85701
(520) 628-6733

Printed on recycled paper

DELEGATION AGREEMENT

Between

Arizona Department of Environmental Quality

And

Gila County, hereinafter, County, a political subdivision of the State of Arizona, acting by and through the Gila County Community Development Division and Gila County Health and Community Services Division

Delegation Agreement # 06-0020

Whereas, A.R.S. § 49-107, authorizes the Director of the Arizona Department of Environmental Quality (ADEQ) to delegate to a local environmental agency, or county health department, any functions, powers, and duties, hereinafter, Functions and Duties, which the Director believes can be competently, efficiently, and properly performed by the local environmental agency, or county health department and

Whereas, the Gila County Community Development Division and Gila County Health and community Services Division are local environmental agencies or county health departments, hereinafter, LA, as set forth in A.R.S. § 49-107, and

Whereas, A.R.S. §§ 11-201(A)(3) and 11-952 authorize the County Board of Supervisors (and by delegation the LA, where the LA is a county environmental or health agency) to enter into contracts as necessary to assist LA in exercising its powers, and

Whereas, the LA deems that it is in its best interests to accept such delegation,

Therefore, the Director of ADEQ delegates to the LA, and the LA accepts the delegation of those Functions and Duties described in the Appendices of this Delegation Agreement, hereinafter Agreement, (Appendix A for Wastewater and Drinking Water Delegations, Appendix B for Solid Waste Delegations, Appendix C for Air Quality Delegations and Appendix D for Hazardous Waste Delegations) on behalf of ADEQ and in accordance with the terms and conditions specified in this Agreement.

A. DELEGATED FUNCTIONS AND DUTIES

The Functions and Duties that are delegated to the LA by this Agreement are identified in Sections A through N, and in Appendices A, B, C & D of this Agreement. ADEQ statutes, rules, policies and guidance shall be used in implementing the delegated Functions and Duties. The Functions and Duties not specifically delegated by this Agreement are retained by ADEQ.

B. STANDARDS OF PERFORMANCE

1. The standards of performance required of the LA to perform the delegated Functions and Duties and to fulfill the terms of this Agreement are those provided by statute and duly adopted rule, and are generally the same as those required of ADEQ personnel. The performance of the delegated Functions and Duties by the LA shall conform to ADEQ statutes, rules, policies and guidance. Program-specific standards of performance are identified in the Appendices of this Agreement.
2. ADEQ shall provide the LA with periodic training upon the request of the LA. LA personnel shall be invited to attend ADEQ internal compliance and enforcement training, which will be offered at least twice during a calendar year.
3. ADEQ shall provide operating guidance for use in implementing the terms of this Agreement concurrent with the execution of this Agreement. ADEQ will use its best efforts to provide the LA with new and/or updated guidance prior to or shortly after the effective date of the guidance. The guidance shall, at a minimum, include Engineering Bulletins, program guidance memoranda, substantive policy statements, copies of all applicable forms, policies and procedures, and other material that may assist the LA to carry out the delegated Functions and Duties specified in this Agreement. The LA may contact ADEQ for clarification or guidance on procedural or technical issues.
4. In the event of any dispute between the LA and a third party regarding the LA's interpretation or application of ADEQ statutes, rules, policies and guidance, ADEQ shall, if requested by the LA, provide timely assistance and direction to the LA.

C. FEE AUTHORITY & TYPES OF FEES

1. To the extent permitted by law, ADEQ delegates the authority to collect fees under its established fee rules to assure the LA may accomplish delegated Functions and Duties according to the applicable standards.

The LA shall annually report delegated program authority fees to ADEQ on or before September 1. The report shall list all permits issued that year and the total revenue for each general permit category. ADEQ shall provide the LA with a template for the report. The report shall be delivered to ADEQ Central Office,

1110 West Washington Avenue, Phoenix, Arizona 85007, to the Office of the Chief Financial Officer.

Unless otherwise provided by statute, fees imposed by the LA shall be limited to the cost of service, including all direct and indirect costs.

2. Fees are authorized by, and shall conform to, the requirements of state laws and rules and county ordinances.
3. All fees collected by the LA pursuant to this Agreement shall be retained by the LA as consideration for performing the Functions and Duties described in this Agreement.

D. PERSONNEL QUALIFICATIONS

The required personnel qualifications for exercising each Program's delegated Functions and Duties are identified in the corresponding Appendix to this Agreement.

E. RECORD KEEPING AND REPORTING REQUIREMENTS

1. The LA agrees to maintain records relating to its performance of the delegated Functions and Duties as specified in this Agreement, for a period of five years, from the date of expiration, or termination of this Agreement, or from the date of complete resolution any technical dispute, contested case, action against a party or any appealable agency action, whichever is longer, unless a longer period is required by statute or rule.
2. The LA agrees to create and submit reports related to its performance of the delegated Functions and Duties as specified in this Agreement. The reports shall be created and submitted to ADEQ in accordance with the specifications in the Appendices to this Agreement.

F. OVERSIGHT ACTIVITIES

1. ADEQ may accompany LA personnel on inspections and may review all records relating to the LA's performance of the delegated Functions and Duties as set forth in this Agreement. ADEQ shall provide prior notice to the LA of its intent to accompany LA employees on inspections. LA representatives may accompany ADEQ inspectors on inspections for purposes of training, information sharing or coordinating LA and ADEQ activities. The LA shall provide prior notice to ADEQ of its request to accompany ADEQ inspectors on inspections.
2. At least once during the term of this Agreement, ADEQ shall conduct an evaluation of the LA's performance of the delegated Functions and Duties. More frequent evaluations may be undertaken at the request of either party to this Agreement. The initial results of

all program evaluations shall be in writing and shall be communicated to the LA in a draft report. The LA is entitled to comment on the draft report. After ADEQ'S response to comments, ADEQ shall finalize the report and transmit a copy to the LA. The final reports of all program evaluations are public documents pursuant to A.R.S. § 39-121 *et seq.*

G. DELEGATION OF ENFORCEMENT AUTHORITIES; LOCAL AGENCY OBLIGATIONS

1. This Agreement is subject to the provisions of A.R.S. §§ 49-106.
2. As a supplement to any independent statutory authority an LA may hold, LA is hereby delegated the enforcement authorities pursuant to A.R.S. §§ 44-1307, 49-141 & 142, 49-261 & 262, 49-354 (A) & (B), 49-460 through 463, 49-781 through 783, 49-791, 49-922(B), 49-923 & 924, as applicable to the delegated Functions and Duties specified in this Agreement.
3. The LA shall be responsible for initiating timely and appropriate enforcement actions for alleged violations by individuals and facilities affected under this Agreement. The LA shall make compliance determinations and conduct enforcement actions in accordance with ADEQ's Compliance and Enforcement Handbook. The LA shall use inspection checklists and boilerplate documents provided by ADEQ or such documents that contain the same content as those documents provided by ADEQ.
4. ADEQ retains its authority to take an enforcement action against any individual or facility, the regulation of which, is specified in this Agreement. ADEQ may, at its discretion, refrain from exercising such authority if ADEQ determines that the enforcement action taken by the LA is timely, appropriate and effective. Except in a case involving an immediate threat to the public health, safety or environment, ADEQ shall give the LA 30 days prior written notice of its intent to initiate an enforcement action if the LA fails to initiate such enforcement action. In a case involving an immediate threat to the public health, safety or environment, ADEQ shall make its best efforts to notify the LA prior to its undertaking such an enforcement action.
5. Where appropriate, and if there is no conflict with applicable environmental laws and rules, LA may conduct enforcement action using the authority provided by A.R.S. Title 36 or A.R.S. Title 49, Chapter 3, Article 3. Nothing herein shall preclude LA from independently initiating enforcement action pursuant to its own authority under A.R.S. §§ 36-602 & 603, §§ 49-143 & 144, or any other civil or criminal statute or local ordinance, or from pursuing any other available legal or equitable remedy.
6. In those cases where the Attorney General has exclusive authority to bring an action to collect civil penalties, ADEQ shall timely notify the Attorney General of the LA's intent to initiate an enforcement action and such enforcement action shall be coordinated among the LA, ADEQ, the Attorney General and the LA's County Attorney.

7. Unless the LA has independent statutory enforcement authority, then in cases of civil enforcement, the LA and ADEQ shall coordinate litigation and settlements. The LA and ADEQ may act as co-plaintiffs in order to maximize resources.
8. Civil penalties assessed and collected under the authority of ADEQ's statutory enforcement authority shall be in the name of the State of Arizona, and shall be forwarded to ADEQ with copies of court documentation for deposit into the state general fund in accordance with Arizona Revised Statutes, Title 35, Article 3.
9. ADEQ may, with 30 days prior written notice to the LA, execute compliance initiatives directed at certain classes of violations or facilities that are alleged to be in violation of applicable statutes or rules. The LA agrees that, when such compliance initiatives involve facilities, the regulation of which has been delegated in by this Agreement, it will, to the best of its ability, cooperate in the successful execution of such compliance initiatives

H. APPEALS OF LOCAL AGENCY ACTIONS

1. Unless otherwise provided by statute, LA shall conduct administrative hearings for appeals of licensing decisions and enforcement actions taken by the LA under the delegated functions and duties of this Agreement in accordance with the A.R.S. Title 41, Chapter 6 Administrative Procedures, A.R.S. § 41-1092 *et seq.*, and the Office of Administrative Hearings, Rules of Procedure, A.A.C. R2-19-101 *et seq.* The LA shall use administrative law judges provided by the Office of Administrative Hearings (OAH). If an OAH administrative law judge conducts an administrative hearing under this Agreement, ADEQ shall pay for the LA's OAH hearing related costs. The LA or either the LA's County Attorney or counsel retained by LA shall may represent the LA at all administrative hearings. Nothing in this agreement mandates the LA contract for the services of administrative law judges with respect to administrative hearings involving matters arising from the LA's independent authority, functions and duties.
2. Pursuant to A.R.S. § 12-904, if the OAH grants or denies the relief requested, either the appellant or the LA may file, within 35 days after the decision, a complaint in superior court.
3. The LA shall provide ADEQ a report by July 31st of appeals filed and their final resolution during the previous calendar year.

I. LICENSING AUTHORITY

1. Except as provided under A.R.S. § 49-471.13, the LA agrees to comply with the overall time frames set forth in A.A.C. R18-1-525 when issuing licenses pursuant to delegated Functions and Duties under this Agreement. The LA shall provide a quarterly report to ADEQ indicating the number of licenses issued that quarter, by general type of license, and the number of licenses that exceeded the licensing time frame for the licensing decision. If the LA fails to meet a licensing time frame, the quarterly report shall indicate

the reason(s) why the licensing time frame was missed and the corrective action the LA has taken. If the LA demonstrates a pattern of failing to meet the required licensing time frames, ADEQ shall assist the LA in correcting the deficiencies in LA's licensing procedures.

2. The LA shall submit the quarterly reports described in subsection 1 of this Section to the ADEQ primary contact person designated in Appendices A through D.

J. LOCAL AGENCY INDEPENDENT AUTHORITY; SUBDELEGATION

1. ADEQ's delegation of Functions and Duties to a municipality within the LA's boundaries shall in no way infringe upon, reduce or usurp the LA's right, authority and responsibility to implement non-delegated locally authorized activities and programs.
2. The LA may not sub-delegate Functions and Duties delegated pursuant to this Agreement to another local government agency or political subdivision without obtaining the prior written approval of the Director of ADEQ.
3. ADEQ shall provide the LA a copy of any delegation agreement it has entered into with a municipality, located in whole or in part, within the LA's boundaries.

K. CONFLICT RESOLUTION PROCEDURES

The parties may resolve a conflict arising under this Agreement through arbitration. If the parties invoke this provision, the parties shall select a mutually acceptable third party as arbitrator. Each party shall bear its own arbitration fees, attorney fees and costs.

L. AMENDMENT AND TERMINATION PROCEDURES

1. Either party at any time may initiate a substantive amendment to this Agreement. An amendment to this Agreement shall be in writing, shall be executed by the Director of ADEQ, the Director of the LA, the Chairman of the LA's Board of Supervisors, the Clerk of the LA's Board of Supervisors and shall be approved as to form by the Attorney General and the LA's County Attorney. Amendments shall be filed with the Secretary of State. Amendments shall be effective 30 days after written notice of ADEQ's final decision to amend this agreement.
2. This Agreement may be terminated, in whole or in part, by either party upon providing 30 days prior written notice by certified mail to the other party and in compliance with subsection 3 of this section.
3. The LA shall, prior to the termination of all or part of this Agreement, forward to the ADEQ Director all files, public documents or pending applications received by the LA.

those delegated Functions and Duties, and shall provide written notification to all persons with pending applications and to all regulated facilities affected by the termination of this Agreement.

4. The cancellation provisions of A.R.S. § 38-511, the terms of which are hereby incorporated herein, shall apply to this Agreement.

M. TERM OF AGREEMENT

This Agreement is effective 30 days after written notice of ADEQ's decision to enter into this Agreement. The expiration date of this Agreement is June 30, 2011. If a new Agreement is not executed by that date, this Agreement may be extended by mutual agreement of both parties by filing an amendment in accordance with A.R.S. § 41-1081

N. NAME AND ADDRESS OF PRIMARY CONTACT PERSONS

ADEQ Edward M. Ranger
Administrative Counsel
Arizona Department of Environmental Quality
1110 W. Washington Street
Phoenix, AZ 85007
(602) 771-2212
emr@azdeq.gov

LA For Appendix A and Appendix B, Item #1, Item #3-Sewage & Gray Water Nuisance Complaints

Name: Jake Garrett, P.E.
Title: Wastewater Department Manager
Address: Gila County Community Development Division
714 S. Beeline Hwy, Ste 200
Payson, AZ 85541
Tel: (928) 474-7177 Fax: (928) 474-0802
jgarrett@co.gila.az.us

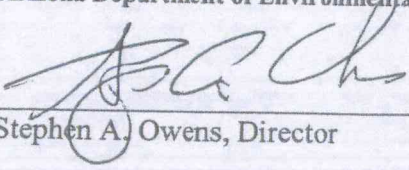
For Appendix B, Item #2, Item #3-All Other Nuisance Complaints, Item #4

Name: David J.H. Fletcher, R.S.
Title: Director
Address: Gila County Division of Health and Community Services
5515 S. Apache Ave., Ste 300
Globe, AZ 85501
Tel: (928) 402-8801 Fax: (928) 4250794
dfletcher@co.gila.az.us

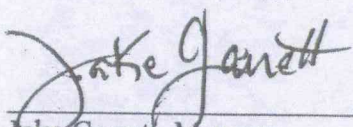
The name of a successor to either of the above individuals shall not require the execution of an amendment to this Agreement.

Signature Page for
Gila County
Delegation Agreement # 06-0020

Arizona Department of Environmental Quality

 11/9/07
Stephen A. Owens, Director Date

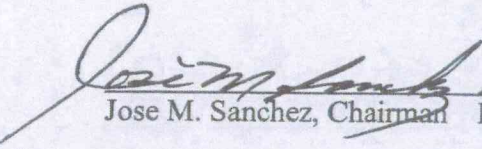
Gila County community Development Division
Wastewater Department

 9/17/2007
Jake Garrett, Manager Date

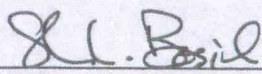
Gila County
Division of Health and Community Services

 9/23/07
David J.H. Fletcher, Director Date

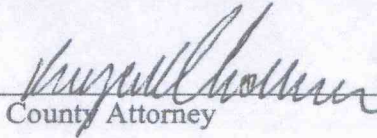
Gila County Board of Supervisors

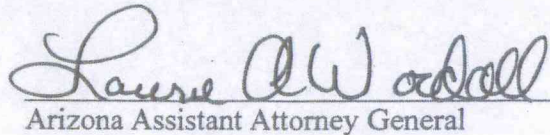
 10-09-07
Jose M. Sanchez, Chairman Date

Attest:

 10/9/07
Clerk of the Board Date

Pursuant to A.R.S. § 11-952(D), the foregoing Agreement has been reviewed by the undersigned attorneys for the County Community Development and the Arizona Department of Environmental Quality, who have determined that this Agreement is in proper form and is within the powers and authority granted under Arizona law to their respective agencies.

 10/2/07
County Attorney Date

 10/31/07
Arizona Assistant Attorney General Date

County Attorney's Comment

March 22, 2016

Re: April 19, 2016 Agenda Item No. 3676 (ADEQ delegation agreement)

The purpose of this comment is to explain why the Gila County Attorney's Office cannot approve this agreement as to form.

This agreement is subject to A.R.S. § 11-952 which requires a provision stating how the county will establish and maintain a budget for this undertaking. This is important because if the retained fees are not adequate to cover all enforcement activities, then, county general funds will be implicated.

In its March 8, 2016 letter, the state explained that it replaced the "reference to A.R.S. § 11-952 with A.R.S. § 49-107 because this document is a Delegation Agreement, not an Intergovernmental Agreement for the joint exercise of powers common to the County and ADEQ."

The state cannot so easily remove this agreement from the statutory requirements the Arizona legislature imposed on all intergovernmental agreements (IGA).

I will explain why this agreement is *both* a delegation agreement *and* an intergovernmental agreement (IGA).

First, the IGA statute defines what an IGA is. A.R.S. § 11-952(A) provides:

If authorized by their legislative or other governing bodies, two or more public agencies ... by direct contract or agreement may *contract for services or jointly exercise any powers common* to the contracting parties

(Emphasis added.)

The statute expressly states that two public agencies may *contract for services or jointly exercise* common powers. Even if the agreement does not provide for the joint exercise of powers, if it is *a contract for services* then it is an IGA. In the contract, the director of the Arizona Department of Environmental Quality (ADEQ) delegates to the county and the county accepts the delegation of certain functions and duties for wastewater and drinking water including: collection of fees, reporting of fees to ADEQ, maintenance of records, making and submitting repots, being evaluated by ADEQ, initiating enforcement actions, coordinating litigation with ADEQ, depositing civil penalties with the state, conducting hearings, providing representation at the hearings, and complying with administrative time requirements.

The state delegates to the county specific functions and duties, i.e. *services* to be rendered. The county, in turn, agrees to provide those functions and duties, i.e. services. Therefore, this is at least a contract for services. And, there is an agreement to coordinate litigation with each other in cases of civil enforcement. Thus, the agreement is IGA.

Second, the fact that it is a delegation agreement doesn't mean that it is not *also* an IGA. To delegate means to give authority to a

representative to act in one's place. There is no authority for the proposition that an agreement that delegates authority from one public agency to another is an exception to the IGA requirements.

Therefore, the requirements of an IGA still apply. A.R.S § 11-952(B)(3) provides:

Any such contract or agreement shall *specify* the following:
... The manner of financing the joint or cooperative undertaking and of establishing and maintain a budget for the undertaking.

(Emphasis added.)

Therefore, some language is needed to comply with this subsection, i.e. describe how the county will establish and maintain a budget for this undertaking. This is important because, under the agreement, the county is responsible to provide all enforcement activity and representation at all administrative hearings. The county will finance this undertaking through fees generated by enforcement activities. However, civil penalties are collected in the name of the state and deposited into the state general fund. If the retained fees are not adequate to cover all enforcement activities, then, county general funds will be implicated.

ARF-3726

Consent Agenda Item

3. B.

Regular BOS Meeting

Meeting Date: 04/19/2016

Submitted By: Marian

Sheppard,
Clerk of the
Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Quit Claim Deed for Sale of Assessor's Tax Parcel No. 207-15-286

Background Information

On May 26, 2015, the Board of Supervisors adopted Resolution No. 15-05-05 which outlines the policy and procedures for the sale of land held by the State of Arizona under tax deed. The procedures allow the Clerk of the Board to sell these parcels over the counter for the total lien amount. A separate \$15 fee is required to be paid by the purchaser in order to record the Quit Claim Deed. The procedures also state that a consent agenda action item will be submitted to the Board of Supervisors on a regular meeting agenda to obtain authorization from the Board for the Chairman's signature on the Quit Claim Deed.

Assessor's tax parcel number 207-15-286 was deeded to the State of Arizona in 2015. It did not sell at the Board of Supervisors' annual tax sale/auction; therefore, it was added to the list of properties that could be purchased year-round for the total lien amount. The subject property is a vacant lot with some deteriorated steps that is located in north Globe.

Evaluation

On April 4, 2016, the Clerk of the Board deposited a cashier's check from Laurie Devine in the amount of \$1,068 with the Gila County Treasurer for the purchase of the subject property. The amount paid was the total lien amount. A separate \$15 cash payment was also submitted to record the Quit Claim Deed.

Conclusion

The Board of Supervisors needs to authorize the Chairman's signature on the Quit Claim Deed for the sale of Assessor's tax parcel number 207-15-286 so that it can be recorded and later mailed to Ms. Devine. Once the deed has been finalized and recorded, it will go back on the County's tax rolls.

Recommendation

The Clerk of the Board recommends that the Board of Supervisors authorize the Chairman's signature on a Quit Claim Deed to finalize the sale of the subject property to Laurie Devine.

Suggested Motion

Authorization of the Chairman's signature on the Quit Claim Deed for the sale of Assessor's tax parcel number 207-15-286 to Laurie Devine.

Attachments

Quit Claim Deed 207-15-286

When recorded return to:
Marian Sheppard, Clerk
Gila County Board of Supervisors



GILA COUNTY QUIT-CLAIM DEED

THIS QUIT CLAIM DEED, made this day 19th day of April 2016, between the State of Arizona, by and through the Gila County Board of Supervisors, Grantor, and Laurie Devine, Grantee.

Address of Grantee: 3131 N. 26th Street, Phoenix, AZ 85016

RECITALS

WHEREAS, the real property hereinafter described was conveyed to the State of Arizona by Treasurer's Deed for the non-payment of taxes, which taxes had been legally assessed against, and became a lien upon, said property according to law; and

WHEREAS, the Gila County Board of Supervisors, on behalf of the State of Arizona, advertised and offered said property for sale to the highest bidder for cash in accordance with A.R.S. §42-18302 and 42-18303; and

WHEREAS, on the 1st day of April 2016, Grantee did purchase said property for the sum of one thousand sixty-eight dollars and zero cents (\$1,068.00);

NOW, THEREFORE, in consideration of the premises, Grantor does hereby quit-claim to Grantee, the following described real property situated in the County of Gila, State of Arizona.

Assessor's Tax Parcel Number: 207-15-286

Legal Description:

SECTION: 26 TOWNSHIP: 1N RANGE: 15E NORTH GLOBE TWNS LOT 41B 2 SEC 26 ½ OF S 95'; PT LOT 41 SE NE LOT 2 SEC 26 IN 15E; BEG AT A PNT ON WLY LINE OF MAYSS ST 54: SW FR SE COR LOT 41; SWLY ALG SAID LINE TO INTERSEC OF S BNDRY OF N GLOBE TWNS WLY ALG SD BNDRY TO SWLY COR LOT 41 NWLY ALG SWLY LINE LOT 41; 95' NELY ALG NWLY LINE LOT 41 63.30' TO A STAKE SE 100: M/L TO POB 30/333 373/999

Exempt from Affidavit of Property Value pursuant to A.R.S. §11-1134 (A) (3)

Grantor:

Attest:

Michael A. Pastor, Chairman
Gila County Board of Supervisors

Marian Sheppard, Clerk
Gila County Board of Supervisors

ACKNOWLEDGEMENT

Notary Public
My Commission Expires:

ARF-3729

Consent Agenda Item

3. C.

Regular BOS Meeting

Meeting Date: 04/19/2016

Submitted By: Marian

Sheppard,
Clerk of the
Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Gila County Board of Adjustment and Appeals - Reappointments

Background Information

The Gila County Board of Adjustment and Appeals is under the purview of the Board of Supervisors and administrative oversight of this Board is one of the responsibilities of the Community Development Division Director. Don Ascoli's and Mary Lou Myers' terms of office expired on December 31, 2015.

Evaluation

Mr. Ascoli and Ms. Myers have both agreed to serve another term of office, and Supervisor Tommie Martin recommends that the Board of Supervisors approve these reappointments as they both represent her Supervisorial District on this Board.

In order to ensure there are two-year staggered terms of office for members that represent the same Supervisorial District, a one-time adjustment will be made to Mr. Ascoli's term of office so that his term will end on December 31, 2017, rather than December 31, 2019. Ms. Myers' term of office will end on December 31, 2019.

Conclusion

The Board of Supervisors needs to officially reappoint Mr. Ascoli and Ms. Myers to the Gila County Board of Adjustment and Appeals retroactive from January 1, 2016.

Recommendation

It is recommended that the Board of Supervisors reappoint Mr. Ascoli to said Board beginning January 1, 2016, through December 31, 2017; and, Ms. Myers beginning January 1, 2016, through December 31, 2019.

Suggested Motion

Approval to reappoint two members to the Gila County Board of Adjustment and Appeals, as follows: Don Ascoli - January 1, 2016, through December 31, 2017; and, Mary Lou Myers - January 1, 2016, through December 31, 2019.

Attachments

Gila County Board of Adjustment and Appeals

GILA COUNTY BOARD OF ADJUSTMENT AND APPEALS
(Proposed to the BOS on 4-19-16)

Name of Member & Appointment Info. ¹	Appointment Designation ²	Appointment Type ³ & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins)
Don Ascoli (Resides in District 1)	A-District 1	C (04/19/16)	9 years, 5 months	01/01/16-12/31/17	01/01/16-12/31/17*
Mary Lou Myers (Resides in District 1)	A-District 1	C (04/19/16)	3 years, 9 months	01/01/16-12/31/19	01/01/16-12/31/19
Lori Brown (Resides in District 2)	A-District 2	C (12/2/14)	8 years, 5 months	01/01/15-12/31/18 Resigned eff. 2/9/16	01/01/15-12/31/18
VACANT (Must reside in District 2)	A-District 2	B (Lori Brown)	-	?-12/31/16	01/01/15-12/31/16 **
Travis Williams (Resides in District 2)	A-District 2	C (12/2/14)	8 years, 5 months	01/01/15-12/31/18	01/01/15-12/31/18
Mickie Nye (Resides in District 3)	A-District 3	A (12/2/14)	-	01/01/15-12/31/18	01/01/15-12/31/18

*This term of office has been adjusted (this one time) so that there are 2-year staggered terms of office within Supervisorial District 1.

** This term of office has been adjusted (this one time) so that there are 2-year staggered terms of office within Supervisorial District 2.

¹ Appointment Information:

- A. Date of creation: September 8, 1959
- B. Per A.R.S. 11-816 – The Board of Supervisors (BOS) may establish one board of adjustment that has jurisdiction countywide and that is composed of 1 member who is a resident of each supervisorial district or one board of adjustment in each supervisorial district that has jurisdiction in that supervisorial district and that is composed of not less than 3 nor more than 5 members, each of whom is a resident of that supervisorial district. The members of each board shall be appointed for staggered terms of 4 years each.
- C. The Gila County Zoning Ordinance, Section 106.2 *Powers and Duties*, addresses the powers of the Board of Adjustment and Appeals.
- D. The BOS has established 1 Board of Adjustment and Appeals consisting of 5 members; however, the Board is composed of at least 1 member from each supervisorial district.

² Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory Appointment: Member unrestricted by district.
- C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E. Alternate Members: As defined by individual committee criteria.

³ Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

ARF-3730

Consent Agenda Item

3. D.

Regular BOS Meeting

Meeting Date: 04/19/2016

Submitted By: Marian

Sheppard,
Clerk of the
Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Gila County Community Action Program Advisory Board - Reappointment

Background Information

The Gila County Community Action Program (CAP) Advisory Board is under the purview of the Board of Supervisors and administrative oversight of this Board is one of the responsibilities of the Community Services Division Director. Lynn Canning has served on this Board for 8 years and her term of office ended on December 31, 2015. She represents the public sector and this appointment must be done by the Board of Supervisors according to the CAP Program Bylaws.

Evaluation

Ms. Canning is willing to serve another four-year term of office.

Conclusion

The Board of Supervisors needs to officially reappoint Ms. Canning to the Gila County CAP Advisory Board retroactive from January 1, 2016, through December 31, 2019.

Recommendation

It is recommended that the Board of Supervisors reappoint Ms. Canning to said Board.

Suggested Motion

Approval to reappoint Lynn Canning to the Gila County Community Action Program Advisory Board as a public sector representative retroactive for a term beginning January 1, 2016, through December 31, 2019.

Attachments

Gila County Community Action Program Advisory Board

GILA COUNTY COMMUNITY ACTION PROGRAM ADVISORY BOARD
(Proposed to BOS on 4-19-16)

Name of Member & Appointment Info. ¹	Appointment Designation ²	Appointment Type ³ & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins)
Margret Celix (Appointed by BOS)	B-Public Sector	C (04/16/13)	16 years	01/01/13-12/31/16	01/01/13-12/31/16
Lynn Canning (Appointed by BOS)	B-Public Sector	C	8 years	01/01/16-12/31/19	01/01/16-12/31/19
Audrey Opitz (Appointed by BOS)	B-Public Sector	C (02/18/14)	4 years	02/18/14-12/31/17	01/01/14-12/31/17
VACANT (Resides in low-income community & elected by CAP Board)	C-Low-Income		-	?-12/31/19	01/01/16-12/31/19
Annie Hinojos (Resides in low-income community & elected by CAP Board)	C-Low-Income	C (02/18/14)	26 years	01/01/14-12/31/17	01/01/14-12/31/17
Nolberto Waddell (Resides in low-income community & elected by CAP Board)	C-Low-Income	C (02/18/14)	8 years	01/01/14-12/31/17	01/01/14-12/31/17
Vicky Quesada (Elected by CAP Board)	C-Private Sector	C (02/18/14)	15 years	01/01/14-12/31/17	01/01/14-12/31/17
VACANT (Elected by CAP Board)	C-Private Sector			?-12/31/19	01/01/16-12/31/19
Ramona Ortiz (Elected by CAP Board)	C-Private Sector	C (02/18/14)	4 years	01/01/14-12/31/17	01/01/14-12/31/17

¹ Appointment Information:

- A. Date of creation: January 20, 1998
- B. Per Bylaws – The Board shall consist of a minimum of 9 members, but shall not exceed 12 members.
- C. Board composition: 9 members
 - 1/3 of the members – public sector representatives - **appointed by the Board of Supervisors**
 - 1/3 of the members – low-income representatives, who must reside in a low-income community – **elected by the CAP Board members** (candidates must represent low-income residents of a designated geographic area) **and acknowledged by the Board of Supervisors.**
 - 1/3 of the members – private sector representatives consisting of private sector officials or members of business, industrial, labor, religious, welfare, education or other major groups and interests in the community – **elected by the CAP Advisory Board and acknowledged by the Board of Supervisors.**
- D. Members are appointed for a term of 4 years.

² Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory Appointment: Member unrestricted by district.
- C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E. Alternate Members: As defined by individual committee criteria.

³ Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

ARF-3735

Consent Agenda Item 3. E.

Regular BOS Meeting

Meeting Date: 04/19/2016

Submitted For: Marian Sheppard Submitted By: Laurie Kline, Deputy Clerk

Department: Clerk of the Board of Supervisors

Information

Request/Subject

GC Rodeo Committee Special Event Liquor License Applications for April 30, 2016, and May 6-7, 2016.

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (DLLC) approves all liquor-related applications; however, part of the DLLC's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the DLLC for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Clerk of the Board of Supervisors has reviewed the applications and has determined that they have been filled out correctly.

Conclusion

This civic organization has properly completed the applications and if the Board of Supervisors approves the applications, the Gila County Rodeo Committee will have used 3 days of the allowable 10 days to serve liquor at a special event in 2016.

Recommendation

The Clerk recommends that the Board of Supervisors approve these applications. Upon approval, the applicant has the responsibility to submit the applications to the DLLC for its final approval.

Suggested Motion

Approval of two Special Event Liquor License applications submitted by the Gila County Rodeo Committee to serve liquor at the Copper Dust Stampede Rodeo Kick-Off Dinner on April 30, 2016, and the Copper Dust Stampede Rodeo on May 6-7, 2016, both to be held at the Gila County Fairgrounds.

Attachments

Special Event Liquor License Application May 6-7, 2016

Special Event Liquor License Application April 30, 2016



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLIC USE ONLY

Event Date(s):
Event time start/end:
CSR:
License:

APPLICATION FOR SPECIAL EVENT LICENSE
Fee= \$25.00 per day for 1-10 days (consecutive)
Cash Checks or Money Orders Only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: Gila County Rodeo Committee

SECTION 2 Non-Profit/IRS Tax Exempt Number: 61-1658683

SECTION 3 The organization is a: (check one box only)

- ☐ Charitable ☐ Fraternal (must have regular membership and have been in existence for over five (5) years)
☐ Religious ☒ Civic (Rotary, College Scholarship) ☐ Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises? ☐ Yes ☒ No

Name of Business

License Number

Phone (include Area Code)

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- ☐ Place license in non-use
☐ Dispense and serve all spirituous liquors under retailer's license
☒ Dispense and serve all spirituous liquors under special event
☐ Split premise between special event and retail location

(IF NOT USING RETAIL LICENSE, SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISE TO SUSPEND THE LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF PREMISE, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISE.)

SECTION 6 What is the purpose of this event? ☒ On-site consumption ☐ Off-site (auction) ☐ Both

SECTION 7 Location of the Event: Gila County Fairgrounds

Address of Location: 900 E. Fairgrounds Rd. Globe, Gila, Arizona 85502

Street

City

COUNTY

State

Zip

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? ☐ Yes ☒ No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Brewer Charles Olen 09/13/1947

Last

First

Middle

Date of Birth

2. Applicant's mailing address: P.O. Box 804 Globe, Arizona 85502

Street

City

State

Zip

3. Applicant's home/cell phone: (928) 200 - 1237 Applicant's business phone: (928) 200 - 1237

4. Applicant's email address: cbrewer@circlek.com

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?

☐ Yes ☒ No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 0
(The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? ☐ Yes ☒ No
(If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Gila County Rodeo Committee Percentage: 100%

Address P.O. Box 1538 Globe, Arizona 85502
Street City State Zip

Name _____ Percentage: _____

Address _____
Street City State Zip

5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

4 Number of Police 4 Number of Security Personnel ☒ Fencing ☒ Barriers

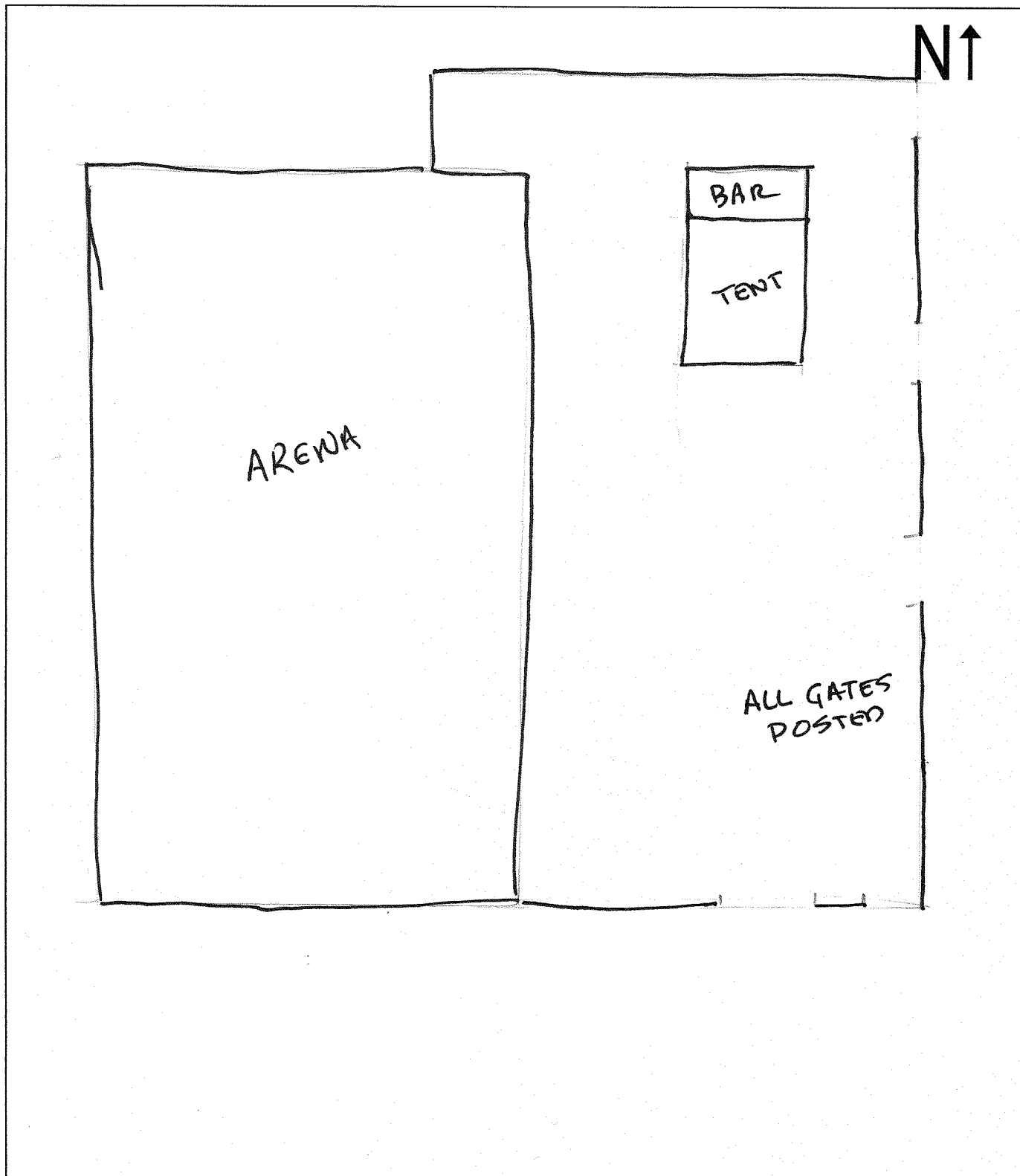
Explanation: We will be having the Copper Dust Stampede Rodeo.

SECTION 11 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.
See A.R.S. § 4-244(15) and (17) for legal hours of service.

PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>May 6, 2016</u>	<u>Friday</u>	<u>7:00 PM</u>	<u>12:00 PM</u>
DAY 2:	<u>May 7, 2016</u>	<u>Saturday</u>	<u>6:00 PM</u>	<u>12:00 PM</u>
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



SECTION 13 To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, (Print Full Name) Charles Olen Brewer declare that I am an Officer, Director or Chairperson of the organization filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Charles Olen Brewer President 4/20/2016 (928)200-1237
Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 11 April 2016
Day Month Year

State ARIZONA County of GILA John R Colson
Notary Public
Gila County, Arizona
My Commission Expires on: July 6, 2016 My Comm. Expires 7-6-16 Signature of Notary Public

SECTION 14 This section is to be completed only by the applicant named in Section 9.

I, (Print Full Name) Charles Olen Brewer declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

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Signature Title/ Position Date Phone Number

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Notary Public
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Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section.

I, _____ recommend ☐ APPROVAL ☐ DISAPPROVAL
(Government Official) (Title)

On behalf of _____
(City, Town, County) Signature Date Phone

SECTION 16 For Department of Liquor Licenses and Control use only.

☐ APPROVAL ☐ DISAPPROVAL BY: _____ DATE: ____/____/____

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLLC USE ONLY

Event Date(s):
Event time start/end:
CSR:
License:

APPLICATION FOR SPECIAL EVENT LICENSE
Fee= \$25.00 per day for 1-10 days (consecutive)
Cash Checks or Money Orders Only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

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☐ Religious ☒ Civic (Rotary, College Scholarship) ☐ Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises? ☐ Yes ☒ No

Name of Business

License Number

Phone (include Area Code)

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- ☐ Place license in non-use
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SECTION 7 Location of the Event: Gila County Fairgrounds

Address of Location: 900 E. Fairgrounds Rd. Globe, Gila, Arizona 85502

Street

City

COUNTY

State

Zip

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? ☐ Yes ☒ No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Brewer Charles Olen 09/13/1947

Last

First

Middle

Date of Birth

2. Applicant's mailing address: P.O. Box 804 Globe, Arizona 85502

Street

City

State

Zip

3. Applicant's home/cell phone: (928) 200 - 1237 Applicant's business phone: (928) 200 - 1237

4. Applicant's email address: cbrewer@circlek.com

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?

☐ Yes ☒ No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 0
(The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? ☐ Yes ☒ No
(If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Gila County Rodeo Committee Percentage: 100%

Address P.O. Box 1538 Globe, Arizona 85502
Street City State Zip

Name _____ Percentage: _____

Address _____
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5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

2 Number of Police 0 Number of Security Personnel ☒ Fencing ☒ Barriers

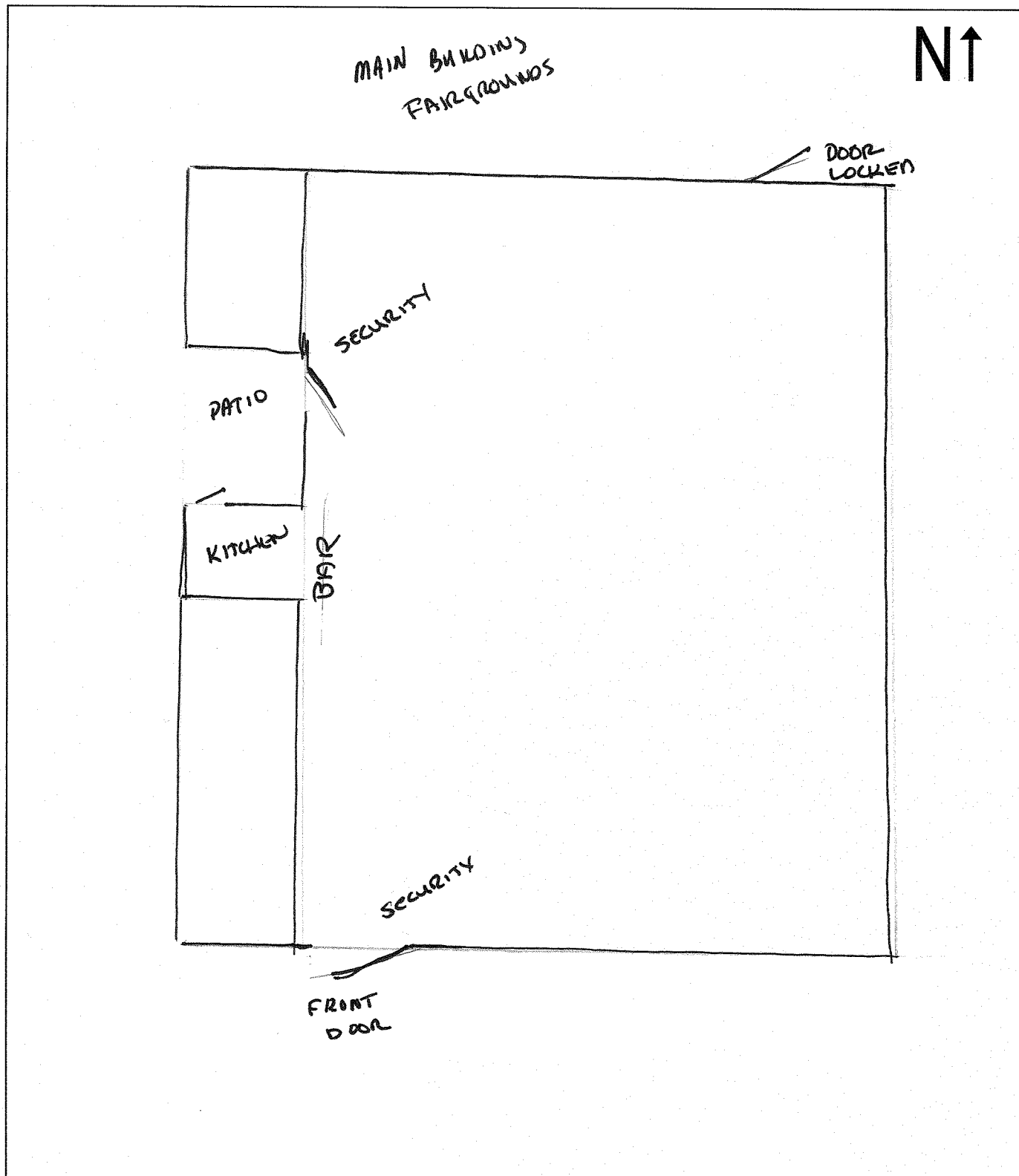
Explanation: We will be having the Copper Dust Stampede Rodeo Kick-Off Dinner.

SECTION 11 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.
See A.R.S. § 4-244(15) and (17) for legal hours of service.

PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>April 30, 2016</u>	<u>Saturday</u>	<u>5:30 PM</u>	<u>11:00 PM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
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I, (Print Full Name) <u>Charles Olen Brewer</u> declare that I am an Officer, Director or Chairperson of the organization filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.			
X <u>Charles Olen Brewer</u> Signature	<u>President</u> Title/ Position	<u>4/20/2016</u> Date	<u>(928)200-1237</u> Phone Number
The foregoing instrument was acknowledged before me this <u>11</u> <u>April</u> <u>2016</u> Day Month Year			
State <u>ARIZONA</u> County of <u>GILA</u> John R Colson Notary Public Gila County, Arizona My Commission Expires on: <u>July 6, 2016</u> My Comm. Expires 7-6-16 Signature of Notary Public			

SECTION 14 This section is to be completed only by the applicant named in Section 9.

I, (Print Full Name) <u>Charles Olen Brewer</u> declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.			
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State <u>ARIZONA</u> County of <u>GILA</u> John R Colson Notary Public Gila County, Arizona My Commission Expires on: <u>July 6, 2016</u> My Comm. Expires 7-6-16 Signature of Notary Public			

Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section.

I, _____ (Government Official)	_____ recommend <input type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL (Title)		
On behalf of _____ (City, Town, County)	_____ Signature	_____ Date	_____ Phone

SECTION 16 For Department of Liquor Licenses and Control use only.

<input type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL BY: _____ DATE: ____/____/____

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

ARF-3709

Consent Agenda Item

3. F.

Regular BOS Meeting

Meeting Date: 04/19/2016

Reporting Period: January 2016 and February 2016

Submitted For: Sadie Bingham, Recorder

Submitted By: Kaycee Stratton, Chief Deputy Recorder

Information

Subject

Recorder's Office monthly reports for January 2016 and February 2016.

Suggested Motion

Acknowledgment of the January 2016 and February 2016 monthly activity reports submitted by the Recorder's Office.

Attachments

Recorder's January 2016 Monthly Report

Recorder's February 2016 Monthly Report

Clerk



GILA COUNTY RECORDER

REPORT FOR THE MONTH OF JANUARY 2016

I, Sadie Jo Bingham, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.

Sadie Jo Bingham

Sadie Jo Bingham, Gila County Recorder

Report for January 2016

SECTION I

1005 (GENERAL FUND)

PAID INTO SUSPENSE ACCT

CREDIT	DEBIT	TOTAL
14,323.00	-	14,323.00

PAID OUT OF SUSPENSE ACCT

-	(8,140.00)	(8,140.00)
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RECORDING FEES

8,729.00	-	8,729.00
----------	---	----------

REFUNDS-EXCESS FEES

-	-	-
---	---	---

INTEREST PD TO ACCT

0.28	-	0.28
------	---	------

Staled Checks

-	-	-
---	---	---

TOTAL 1005 FUNDS

23,052.28	(8,140.00)	14,912.28
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SECTION II

7145 FUND (RECORDER)

3,052.00		3,052.00
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7146 FUND (MINING - 80% STATE TREAS)

		-
--	--	---

7146 FUND (MINING - 20% RECORDER)

		-
--	--	---

7147 FUND (COMPUTER SVCS)

8,059.30		8,059.30
----------	--	----------

TOTAL SEC II FUNDS

11,111.30	-	11,111.30
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COMBINED TOTALS - TOTAL FEES COLLECTED

34,163.58	(8,140.00)	26,023.58
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House Account Summary

Gila County AZ Recorder

For the Period of 01/01/2016 - 01/31/2016

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(115.00)	0.00	0.00	(115.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	(76.00)	32.00	0.00	(44.00)
ADOT	AZ DEPT OF TRANS	(260.00)	0.00	0.00	(260.00)
APS	APS/COPIES	(180.00)	0.00	0.00	(180.00)
APSR	APS/RECORDINGS	(289.00)	0.00	0.00	(289.00)
ARARS	AZ RESEARCH & RETRIEVAL SVCS	(86.00)	6.00	0.00	(80.00)
AWC	ARIZONA WATER COMPANY	(135.00)	0.00	0.00	(135.00)
AZDOR	ADOR ACCOUNTS PAYABLE	0.00	0.00	0.00	0.00
AZDORI	ADOR ACCOUNTS PAYABLE	(1,202.80)	8.00	0.00	(1,194.80)
AZRE/COPIES	ARIZONA DEPT OF REALESTATE	0.00	0.00	0.00	0.00
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	(2,042.00)	0.00	0.00	(2,042.00)
CARD	Cardon Hiatt / The Vineyard Group	0.00	0.00	0.00	0.00
CRSI	Colorado Records Sooner Inc	(62.00)	0.00	0.00	(62.00)
CTS	COMPLETE TITLE SOLUTIONS	(43.00)	3.00	0.00	(40.00)
DOCUT	DOCUTECH CORP	0.00	0.00	0.00	0.00
DS	DATA SERVICES	(1,000.00)	810.00	(810.00)	(1,000.00)
EPN	eRecording Partners Network	(1,000.00)	131.00	(131.00)	(1,000.00)
EQUIT	EQUITY SERVICES	(45.00)	2.00	0.00	(43.00)
ERAY	ERA YOUNG REALTY	0.00	0.00	0.00	0.00
EXCEL	EXCEL DOCUMENT SERVICES	0.00	0.00	0.00	0.00
FARES	CORELOGIC	(206.40)	190.00	(2,400.00)	(2,416.40)
FATM	FIRST AMERICAN MICROFICHE	(1,768.20)	140.00	0.00	(1,628.20)

House Account Summary
Gila County AZ Recorder
For the Period of 01/01/2016 - 01/31/2016
Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
FATR2	FIRST AMERICAN TITLE RECORDINGS 2	0.00	0.00	0.00	0.00
FB	FLOYD BLEAK / NANCY SHEPPARD	0.00	0.00	0.00	0.00
FNDS	BLACK KNIGHT FINANCIAL SERVICES	(1,438.20)	190.00	0.00	(1,248.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	164.50	0.00	0.00	164.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(130.00)	0.00	0.00	(130.00)
IMAPP	IMAPP , INC	(53.40)	0.00	0.00	(53.40)
INDECOMM	INDECOMM	(1,000.00)	70.00	(70.00)	(1,000.00)
INDEPTH	INDEPTH SOLUTIONS INC	(114.00)	0.00	0.00	(114.00)
Ingeo	Ingeo - eRecording	(1,127.00)	703.00	(703.00)	(1,127.00)
IRS	INTERNAL REVENUE SERVICE	(82.00)	112.00	(112.00)	(82.00)
LA001	First American Title Lenders Advantage	(428.50)	0.00	0.00	(428.50)
LTIC	Lawyers Title of Arizona inc	(78.00)	0.00	0.00	(78.00)
MHK	MORRIS HALL KINGHORN	(266.00)	0.00	0.00	(266.00)
NBOA	NATIONAL BANK OF ARIZONA - RECORDING	0.00	0.00	0.00	0.00
NBOAC	NATIONAL BANK OF ARIZONA COPIES	0.00	0.00	0.00	0.00
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(867.00)	0.00	0.00	(867.00)
NewAcct1	Applied Technology Resources Inc	(200.00)	0.00	0.00	(200.00)
NTC	NATIONWIDE TITLE CLEARING	(982.00)	150.00	(150.00)	(982.00)
PIONE	PIONEER TITLE AGENCY FICHE	(4,196.00)	0.00	0.00	(4,196.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(2,045.00)	2,646.00	(7,000.00)	(6,399.00)
Public Works Floodplain	Gila County	(81.00)	0.00	0.00	(81.00)

House Account Summary

Gila County AZ Recorder

For the Period of 01/01/2016 - 01/31/2016

Immediate and Deferred Accounts

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RSSI	RECORD SEARCHING SERVICES INC	(118.00)	0.00	0.00	(118.00)
RUI	RESEARCH UNLIMITED INC	(83.00)	0.00	0.00	(83.00)
simplifile	Simplifile - eRecording	(1,089.00)	2,947.00	(2,947.00)	(1,089.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	(1,100.20)	0.00	0.00	(1,100.20)
TD	Timely Documents	(100.00)	0.00	0.00	(100.00)
Title 1 copy	Debbie Swann	0.00	0.00	0.00	0.00
Totals		(23,924.20)	8,140.00	(14,323.00)	(30,107.20)

Sadie Bingham
Gila County Recorder

New Fiscal Year Form

FY **2015-2016**

Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Mining fees 7146	Recorder Check to Treasurer
July	1,191	4,280.00	15,065.82	442.70	2.00	19,790.52
Aug	1,137	4,100.00	19,955.84	1,015.00	17.00	25,087.84
Sept	1,064	3,832.00	14,696.24	1,100.00	4.00	19,632.24
Oct	1,170	4,200.00	8,643.15	840.00	6.00	13,689.15
Nov	950	3,508.00	14,703.97	840.00	1.00	19,052.97
Dec	1,002	3,676.00	6,672.75	4,448.00	5.00	14,801.75
Jan	818	3,052.00	14,912.28	8,059.30		26,023.58
Feb						0.00
Mar						0.00
Apr						0.00
May						0.00
June						0.00
Total	7,332	26,648	94,650.05	16,745.00	35.00	138,078.05
Fiscal Year All Monies		138,078.05				

Bank Deposit

From 01/01/2016 To 01/31/2016

Journal Activity

Account		Debits	Credits	Net
Asset				
1005 Suspense PrePay Accounts	1005 Suspense - Prepay	\$3,217.00	(\$9,400.00)	(\$6,183.00)
Cash	Cash/Check	\$21,100.30	\$0.00	\$21,100.30
D-1005-120-01-4612-023	Recording Fee (deferred)	\$56.00	(\$56.00)	\$0.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	\$56.00	(\$56.00)	\$0.00
E Transfer	Electronic Transfers	\$4,923.00	\$0.00	\$4,923.00
	Total	\$29,352.30	(\$9,512.00)	\$19,840.30
Liability				
1005 Suspense Charge Accounts	1005 Suspense - Charge	\$112.00	(\$112.00)	\$0.00
	Total	\$112.00	(\$112.00)	\$0.00
Expense				
	Total	\$0.00	\$0.00	\$0.00
Revenue				
1005-120-01-4612-001	Copies	\$0.00	(\$316.00)	(\$316.00)
1005-120-01-4612-002	Certified Seal	\$0.00	(\$45.00)	(\$45.00)
1005-120-01-4612-003	Postage	\$0.00	(\$5.00)	(\$5.00)
1005-120-01-4612-005	Affidavit of Property Value	\$0.00	(\$188.00)	(\$188.00)
1005-120-01-4612-008	Additional Transaction Fee	\$0.00	(\$102.00)	(\$102.00)
1005-120-01-4612-012	Overpayment	\$0.00	(\$40.00)	(\$40.00)
1005-120-01-4612-018	Misc Fees (Notification)	\$0.00	(\$42.00)	(\$42.00)
1005-120-01-4612-023	Recording Fee	\$0.00	(\$7,991.00)	(\$7,991.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	\$0.00	(\$3,052.00)	(\$3,052.00)
7147-120-01-4612-018	Voter	\$0.00	(\$7,539.30)	(\$7,539.30)
7147-120-01-4774-031	Miscellaneous	\$0.00	(\$520.00)	(\$520.00)
eRecording	eRecording	\$4,811.00	(\$4,811.00)	\$0.00
	Total	\$4,811.00	(\$24,651.30)	(\$19,840.30)
	Total	\$34,275.30	(\$34,275.30)	\$0.00

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check				
	Cash Cash/Check	\$21,100.30	\$0.00	\$21,100.30
	Range Total	\$21,100.30	\$0.00	\$21,100.30

Bank Deposit

From 01/01/2016 To 01/31/2016

Deposit Totals

Payment Type	Actual Total	Adjusted Total
Cash	\$1,112.00	
Check	\$19,988.30	
<hr/>		
Total Deposit	\$21,100.30	

Included Tills

Bank Deposit	Deposited	Till	Expected	Actual	Adjusted	Bank Account
4439	Jan 4, 2016	1_ReceiptStation1_Mon / 4411	\$599.00	\$599.00		Bank Account
4440	Jan 4, 2016	11_Payson_Mon / 4412	\$184.00	\$184.00		Bank Account
4441	Jan 5, 2016	2_ReceiptStation1_Tue / 4413	\$515.00	\$515.00		Bank Account
4442	Jan 5, 2016	12_Payson_Tue / 4414	\$105.00	\$105.00		Bank Account
4444	Jan 6, 2016	3_ReceiptStation1_Wed / 4415	\$2,792.00	\$2,792.00		Bank Account
4445	Jan 6, 2016	13_Payson_Wed / 4416	\$255.00	\$255.00		Bank Account
4446	Jan 7, 2016	14_Payson_Thu / 4418	\$0.00	\$0.00		Bank Account
4447	Jan 7, 2016	4_ReceiptStation1_Thu / 4417	\$618.00	\$618.00		Bank Account
4448	Jan 8, 2016	5_ReceiptStation1_Fri / 4419	\$1,319.00	\$1,319.00		Bank Account
4449	Jan 11, 2016	11_Payson_Mon / 4421	\$216.00	\$216.00		Bank Account
4450	Jan 11, 2016	1_ReceiptStation1_Mon / 4420	\$7,888.00	\$7,888.00		Bank Account
4451	Jan 12, 2016	2_ReceiptStation1_Tue / 4422	\$784.00	\$784.00		Bank Account
4452	Jan 12, 2016	12_Payson_Tue / 4423	\$92.00	\$92.00		Bank Account
4453	Jan 13, 2016	3_ReceiptStation1_Wed / 4424	\$677.00	\$677.00		Bank Account
4454	Jan 13, 2016	13_Payson_Wed / 4425	\$135.00	\$135.00		Bank Account
4455	Jan 14, 2016	14_Payson_Thu / 4426	\$125.00	\$125.00		Bank Account
4456	Jan 14, 2016	4_ReceiptStation1_Thu / 4427	\$462.00	\$462.00		Bank Account
4457	Jan 15, 2016	15_Payson_Fri / 4429	\$121.00	\$121.00		Bank Account
4458	Jan 15, 2016	5_ReceiptStation1_Fri / 4428	\$404.00	\$404.00		Bank Account
4459	Jan 19, 2016	2_ReceiptStation1_Tue / 4431	\$8,589.30	\$8,589.30		Bank Account
4460	Jan 19, 2016	12_Payson_Tue / 4430	\$154.00	\$154.00		Bank Account
4463	Jan 20, 2016	3_ReceiptStation1_Wed / 4433	\$642.00	\$642.00		Bank Account
4464	Jan 20, 2016	13_Payson_Wed / 4432	\$147.00	\$147.00		Bank Account
4465	Jan 21, 2016	4_ReceiptStation1_Thu / 4435	\$803.00	\$803.00		Bank Account
4466	Jan 22, 2016	15_Payson_Fri / 4437	\$321.00	\$321.00		Bank Account
4467	Jan 22, 2016	5_ReceiptStation1_Fri / 4436	\$806.00	\$806.00		Bank Account
4468	Jan 25, 2016	1_ReceiptStation1_Mon / 4439	\$951.00	\$951.00		Bank Account
4469	Jan 25, 2016	11_Payson_Mon / 4438	\$402.00	\$402.00		Bank Account
4470	Jan 26, 2016	12_Payson_Tue / 4441	\$65.00	\$65.00		Bank Account
4471	Jan 26, 2016	2_ReceiptStation1_Tue / 4440	\$600.00	\$600.00		Bank Account
4472	Jan 27, 2016	3_ReceiptStation1_Wed / 4442	\$343.00	\$343.00		Bank Account
4474	Jan 28, 2016	14_Payson_Thu / 4444	\$190.00	\$190.00		Bank Account
4475	Jan 29, 2016	15_Payson_Fri / 4446	\$539.00	\$539.00		Bank Account
4476	Jan 29, 2016	5_ReceiptStation1_Fri / 4445	\$896.00	\$896.00		Bank Account
4477	Jan 29, 2016	previousday / 4449	\$356.00	\$356.00		Bank Account
4492	Jan 28, 2016	4_ReceiptStation1_Thu / 4443	\$1,048.00	\$1,048.00		Bank Account
4493	Jan 25, 2016	previousday / 4464	\$20.00	\$20.00		Bank Account

Total	\$34,163.30	\$34,163.30
Non-Deposit Total	(\$13,063.00)	(\$13,063.00)
Deposit Total	\$21,100.30	\$21,100.30
Total Till Over/Short		\$0.00

GRANT # _____

REMITTING AGENCY Recorder (126)

BILLING PERIOD January 1, 2016 - January 31, 2016

[illegible]

26,023	58
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Approved Signature: [Signature] Title: Reader

Currency	
Coins	
Checks	26023.50
Total	26023.50

TREASURER By Ray Date 3/9/12

127447



GILA COUNTY RECORDER

REPORT FOR THE MONTH OF FEBRUARY 2016

I, Sadie Jo Bingham, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.


Sadie Jo Bingham, Gila County Recorder

BILLING PERIOD Feb. 1, 2016 - Feb 29, 2016

[illegible]

11,231	45
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Preparer Signature: Kayce Reece Title: Chief Deputy

Approved Signature: John G. Bingham Title: Recorder

SUMMARY OF DEPOSIT	
Currency	
Coins	
Checks	11231.45
Total	11231.45

TREASURER By [Signature] Date 3/10/14



ARIZONA STATE TREASURER'S OFFICE
1700 West Washington, Phoenix, Arizona 85007-2812
(602) 604-7800 FAX: (602) 542-7176

STATE REMITTANCE REPORT

Report Period: February 2016
Date: 3 / 17 / 2016
Depositor Code #: 5393

Prepared By: K. Reece
Title: Chief Deputy Recorder
Phone #: 928-402-8734

Depositor Name: Gila County Recorder
Address: 1400 E. Ash St.
Globe, AZ 85501

negative amounts are not to be used on this form
(contact this Office for guidance regarding negative entries)

DESCRIPTION	STATUTE (ARS #)	AMOUNT
FINES & FEES		
Confidential Inter Fund	08-135; 12-284.03A8	
Juvenile Family Counseling	08-263C	
Victim's Rights - Juvenile	08-418; 41-191.08	
AHCCCS	11-292	
JCEF-Filing Fees	12-284.03A7; 22-281C1; 22-404C1	
JCEF - Time Payment	12-116B	
JCEF - Diversion Fee	12-114	
JCEF- Probation Assessment	12-114.01	
DNA Penalty Assessment	12-116.01C, J	
Domestic Violence	12-284.03A2	
Drug Prevention Res Center	12-284.03; 41-2402H	
Child Abuse	12-284.03A3	
Sex Offender Assessment	13-3824	
Anti-Racketeering Fund	13-811B; 13-2314.01	
Drug & Gang Enforce Acct	13-811C; 41-2402	
Community Punishment		
Program Drug Fines	13-821; 12-299	
Citizens Clean Election Fund	16-949D; 16-954C	
Game & Fish - Wildlife	17-313A	
AZ Lengthy Trial Fund	21-222	
Alternative Dispute	22-281C2; 12-135;	
Resolution Fund	12-284.03A5	
Mining Fees	27-208D	4.00
Child Passenger Restraint	28-907C	
DPS - Civil Penalty	28-2533C; 28-4139	
DUI Abatement Fund	28-1304; 28-1382, 3	
Civil Penalties (Gen. Fund)	28-737; 28-876; 28-2416; 32-1166	
AZ Highway Fines (HURF)	28-5438F; 28-2533C	
Victim Comp/Assistance	31-411F; 31-466B	
Registrar of Contractors	32-1107; 32-1124	
MSEF Penalty Assessment	36-2219.01; 12-116.02F	
CJEF Penalty Assessment	41-2401; 12-116.01	
Arson Detection Reward Fund	41-2167	
FTG Penalty Assessment 7%	41-2421J; 12-116.01B	
Prison Const & Ops Fund	41-1651; 5-395.01A4	
Dept of Law - Crim. Cases	41-2421E4	
GIITEM	41-1724; 11-1051	

DESCRIPTION	STATUTE (ARS #)	AMOUNT
FINES & FEES (continued)		
DUI, OUI Assessment	5-395.01; 5-396, 7; 28-1381-3;	
(public safety equip fund)	28-8284, 6-8; 14-1723	
FARE General Services Fee		
FARE Delinquent Fee		
FARE Special Collections Fee		
FARE Installment Fee		
Constable Ethics Fund	11-445 (80%)	
Constable Ethics Fund	11-445 (20%)	
Photo Enforcement Fee	41-1722	
Photo Enforcement Process Serving Fee		
OTHER FINES & FEES (describe and indicate ARS #)		
TAXES		
Prior Year Real Property	42-208	
Personal Property	42-208	
County Education District	15-991.01A	
Property-Min School Tax	15-992B, C	
State Water Banking	48-3715.03; 45-2425	
C.A.W.C.D.	48-3715	
Groundwater Replenishment	48-3773.A3; 48-3772	
OTHER TAXES (describe and indicate ARS #)		
90/10 REVENUE		
Mobile Home Relocation	33-1476.03 (90%)	
Mobile Home/Ins. & Cost	33-1476.03 (10%)	
TOTAL AMOUNT REMITTED:		
By Check		
By Cr Advice (Wire)		
TOTAL		4.00

NOTES:

Certain funds are required to be remitted to the State Treasurer directly, while others are to be remitted to other entities; i.e., county treasurer, city treasurer, etc. Only use this form to remit funds to the Arizona State Treasurer as required by Arizona Revised Statutes (A.R.S.). For all other remittances, please check with your city or county. Form TRE 102A is to be used by counties for required detailed information. Please keep a copy of this report for your records.

FOR STATE TREASURER USE ONLY

Report for February 2016

SECTION I

		CREDIT	DEBIT	TOTAL
1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	6,019.00	-	6,019.00
	PAID OUT OF SUSPENSE ACCT	-	(10,486.00)	(10,486.00)
	RECORDING FEES	10,905.50	-	10,905.50
	REFUNDS-EXCESS FEES		-	-
	INTEREST PD TO ACCT	0.24	-	0.24
Staled Checks		-	-	-
TOTAL 1005 FUNDS		16,924.74	(10,486.00)	6,438.74

SECTION II

	7145 FUND (RECORDER)	3,788.00		3,788.00
	7146 FUND (MINING - 80% STATE TREAS)	4.00	(4.00)	-
	7146 FUND (MINING - 20% RECORDER)	1.00		1.00
	7147 FUND (COMPUTER SVCS)	1,003.71		1,003.71
TOTAL SEC II FUNDS		4,796.71	(4.00)	4,792.71
COMBINED TOTALS - TOTAL FEES COLLECTED		21,721.45	(10,490.00)	11,231.45

New Fiscal Year Form

Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Mining fees 7146	Recorder Check to Treasurer
July	1,191	4,280.00	15,065.82	442.70	2.00	19,790.52
Aug	1,137	4,100.00	19,955.84	1,015.00	17.00	25,087.84
Sept	1,064	3,832.00	14,696.24	1,100.00	4.00	19,632.24
Oct	1,170	4,200.00	8,643.15	840.00	6.00	13,689.15
Nov	950	3,508.00	14,703.97	840.00	1.00	19,052.97
Dec	1,002	3,676.00	6,672.75	4,448.00	5.00	14,801.75
Jan	818	3,052.00	14,912.28	8,059.30		26,023.58
Feb	1,008	3,788.00	6,438.74	1,003.71	1.00	11,231.45
Mar						0.00
Apr						0.00
May						0.00
June						0.00

Fiscal Year	149,309.50
All Monies	

House Account Summary

Gila County AZ Recorder

For the Period of 02/01/2016 - 02/29/2016

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(115.00)	0.00	0.00	(115.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	(44.00)	8.00	(150.00)	(186.00)
ADOT	AZ DEPT OF TRANS	(260.00)	0.00	0.00	(260.00)
APS	APS/COPIES	(180.00)	0.00	0.00	(180.00)
APSR	APS/RECORDINGS	(289.00)	0.00	0.00	(289.00)
ARARS	AZ RESEARCH & RETRIEVAL SVCS	(80.00)	0.00	0.00	(80.00)
AWC	ARIZONA WATER COMPANY	(135.00)	0.00	0.00	(135.00)
AZDOR	ADOR ACCOUNTS PAYABLE	0.00	0.00	0.00	0.00
AZDORI	ADOR ACCOUNTS PAYABLE	(1,194.80)	48.00	0.00	(1,146.80)
AZRE/COPIES	ARIZONA DEPT OF REALESTATE	0.00	0.00	0.00	0.00
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	(2,042.00)	0.00	0.00	(2,042.00)
CARD	Cardon Hiatt / The Vineyard Group	0.00	0.00	0.00	0.00
CRSI	Colorado Records Sooner Inc	(62.00)	0.00	0.00	(62.00)
CTS	COMPLETE TITLE SOLUTIONS	(40.00)	2.00	0.00	(38.00)
DOCUT	DOCUTECH CORP	0.00	0.00	0.00	0.00
DS	DATA SERVICES	(1,000.00)	898.00	(898.00)	(1,000.00)
EPN	eRecording Partners Network	(1,000.00)	234.00	(234.00)	(1,000.00)
EQUIT	EQUITY SERVICES	(43.00)	1.00	0.00	(42.00)
ERAY	ERA YOUNG REALTY	0.00	0.00	0.00	0.00
EXCEL	EXCEL DOCUMENT SERVICES	0.00	0.00	0.00	0.00
FARES	CORELOGIC	(2,416.40)	190.00	0.00	(2,226.40)
FATM	FIRST AMERICAN MICROFICHE	(1,628.20)	165.00	0.00	(1,463.20)

House Account Summary

Gila County AZ Recorder

For the Period of 02/01/2016 - 02/29/2016

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
RSSI	RECORD SEARCHING SERVICES INC	(118.00)	0.00	0.00	(118.00)
RUI	RESEARCH UNLIMITED INC	(83.00)	0.00	0.00	(83.00)
simplifile	Simplifile - eRecording	(1,089.00)	3,522.00	(3,522.00)	(1,089.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	(1,100.20)	0.00	0.00	(1,100.20)
TD	Timely Documents	(100.00)	0.00	0.00	(100.00)
Title 1 copy	Debbie Swann	0.00	0.00	0.00	0.00
Totals		(30,107.20)	10,486.00	(6,019.00)	(25,640.20)

House Account Summary

Gila County AZ Recorder

For the Period of 02/01/2016 - 02/29/2016

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
FATR2	FIRST AMERICAN TITLE RECORDINGS 2	0.00	0.00	0.00	0.00
FB	FLOYD BLEAK / NANCY SHEPPARD	0.00	0.00	0.00	0.00
FNDS	BLACK KNIGHT FINANCIAL SERVICES	(1,248.20)	190.00	0.00	(1,058.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	164.50	0.00	0.00	164.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(130.00)	0.00	0.00	(130.00)
IMAPP	IMAPP , INC	(53.40)	0.00	0.00	(53.40)
INDECOMM	INDECOMM	(1,000.00)	141.00	(141.00)	(1,000.00)
INDEPTH	INDEPTH SOLUTIONS INC	(114.00)	3.00	0.00	(111.00)
Ingeo	Ingeo - eRecording	(1,127.00)	910.00	(910.00)	(1,127.00)
IRS	INTERNAL REVENUE SERVICE	(82.00)	56.00	(56.00)	(82.00)
LA001	First American Title Lenders Advantage	(428.50)	0.00	0.00	(428.50)
LTIC	Lawyers Title of Arizona inc	(78.00)	0.00	0.00	(78.00)
MHK	MORRIS HALL KINGHORN	(266.00)	0.00	0.00	(266.00)
NBOA	NATIONAL BANK OF ARIZONA - RECORDING	0.00	0.00	0.00	0.00
NBOAC	NATIONAL BANK OF ARIZONA COPIES	0.00	0.00	0.00	0.00
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(867.00)	0.00	0.00	(867.00)
NewAcct1	Applied Technology Resources Inc	(200.00)	0.00	0.00	(200.00)
NTC	NATIONWIDE TITLE CLEARING	(982.00)	108.00	(108.00)	(982.00)
PIONE	PIONEER TITLE AGENCY FICHE	(4,196.00)	0.00	0.00	(4,196.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(6,399.00)	4,010.00	0.00	(2,389.00)
Public Works Floodplain	Gila County	(81.00)	0.00	0.00	(81.00)

Bank Deposit

From 02/01/2016 To 02/29/2016

Deposit Total	\$5,366.21	\$5,366.21
Total Till Over/Short		\$0.00

Journal Activity

Account		Debits	Credits	Net
Asset				
1005 Suspense PrePay Accounts	1005 Suspense - Prepay	\$4,617.00	(\$150.00)	\$4,467.00
Cash	Cash/Check	\$5,366.21	\$0.00	\$5,366.21
D-1005-120-01-4612-023	Recording Fee (deferred)	\$28.00	(\$28.00)	\$0.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	\$28.00	(\$28.00)	\$0.00
ETransfer	Electronic Transfers	\$5,869.00	\$0.00	\$5,869.00
	Total	\$15,908.21	(\$206.00)	\$15,702.21
Liability				
1005 Suspense Charge Accounts	1005 Suspense - Charge	\$56.00	(\$56.00)	\$0.00
	Total	\$56.00	(\$56.00)	\$0.00
Expense				
	Total	\$0.00	\$0.00	\$0.00
Revenue				
1005-120-01-4612-001	Copies	\$0.00	(\$480.00)	(\$480.00)
1005-120-01-4612-002	Certified Seal	\$0.00	(\$33.00)	(\$33.00)
1005-120-01-4612-003	Postage	\$0.00	(\$16.00)	(\$16.00)
1005-120-01-4612-005	Affidavit of Property Value	\$0.00	(\$216.00)	(\$216.00)
1005-120-01-4612-008	Additional Transaction Fee	\$0.00	(\$81.00)	(\$81.00)
1005-120-01-4612-012	Overpayment	\$0.00	(\$37.00)	(\$37.00)
1005-120-01-4612-018	Misc Fees (Notification)	\$0.00	(\$56.00)	(\$56.00)
1005-120-01-4612-023	Recording Fee	\$0.00	(\$9,953.50)	(\$9,953.50)
1005-120-01-4612-026	Refunds	\$0.00	(\$33.00)	(\$33.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	\$0.00	(\$3,788.00)	(\$3,788.00)
7146-120-01-4612	Mining Fees	\$0.00	(\$1.00)	(\$1.00)
7146-120-01-4776-009	State Mining Fees	\$0.00	(\$4.00)	(\$4.00)
7147-120-01-4612-013	Microfiche	\$0.00	(\$3.00)	(\$3.00)
7147-120-01-4612-018	Voter	\$0.00	(\$280.71)	(\$280.71)
7147-120-01-4774-031	Miscellaneous	\$0.00	(\$720.00)	(\$720.00)
eRecording	eRecording	\$5,813.00	(\$5,813.00)	\$0.00
	Total	\$5,813.00	(\$21,515.21)	(\$15,702.21)
	Total	\$21,777.21	(\$21,777.21)	\$0.00

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check				
	Cash Cash/Check	\$5,366.21	\$0.00	\$5,366.21
	Range Total	\$5,366.21	\$0.00	\$5,366.21

Bank Deposit

From 02/01/2016 To 02/29/2016

Deposit Totals

Payment Type	Actual Total	Adjusted Total
Cash	\$1,390.31	
Check	\$3,975.90	
Total Deposit	\$5,366.21	

Included Tills

Bank Deposit	Deposited	Till	Expected	Actual	Adjusted	Bank Account
4478	Feb 1, 2016	1_ReceiptStation1_Mon / 4447	\$395.00	\$395.00		Bank Account
4479	Feb 1, 2016	11_Payson_Mon / 4448	\$248.00	\$248.00		Bank Account
4480	Feb 2, 2016	2_ReceiptStation1_Tue / 4450	\$479.00	\$479.00		Bank Account
4481	Feb 2, 2016	12_Payson_Tue / 4451	\$209.00	\$209.00		Bank Account
4483	Feb 3, 2016	13_Payson_Wed / 4453	\$207.50	\$207.50		Bank Account
4485	Feb 4, 2016	14_Payson_Thu / 4455	\$63.00	\$63.00		Bank Account
4486	Feb 5, 2016	5_ReceiptStation1_Fri / 4456	\$828.00	\$828.00		Bank Account
4487	Feb 5, 2016	15_Payson_Fri / 4457	\$430.00	\$430.00		Bank Account
4488	Feb 8, 2016	1_ReceiptStation1_Mon / 4458	\$1,153.00	\$1,153.00		Bank Account
4489	Feb 8, 2016	11_Payson_Mon / 4459	\$178.00	\$178.00		Bank Account
4491	Feb 9, 2016	12_Payson_Tue / 4460	\$200.00	\$200.00		Bank Account
4494	Feb 10, 2016	3_ReceiptStation1_Wed / 4462	\$761.00	\$761.00		Bank Account
4495	Feb 10, 2016	13_Payson_Wed / 4463	\$109.00	\$109.00		Bank Account
4496	Feb 11, 2016	4_ReceiptStation1_Thu / 4465	\$387.00	\$387.00		Bank Account
4497	Feb 11, 2016	14_Payson_Thu / 4466	\$245.00	\$245.00		Bank Account
4498	Feb 12, 2016	5_ReceiptStation1_Fri / 4467	\$1,512.40	\$1,512.40		Bank Account
4499	Feb 12, 2016	15_Payson_Fri / 4468	\$453.31	\$453.31		Bank Account
4500	Feb 16, 2016	12_Payson_Tue / 4470	\$282.00	\$282.00		Bank Account
4501	Feb 16, 2016	2_ReceiptStation1_Tue / 4469	\$806.00	\$806.00		Bank Account
4502	Feb 17, 2016	8_ReceiptStation2_Wed / 4471	\$830.00	\$830.00		Bank Account
4503	Feb 18, 2016	14_Payson_Thu / 4473	\$211.00	\$211.00		Bank Account
4504	Feb 18, 2016	9_ReceiptStation2_Thu / 4472	\$1,443.00	\$1,443.00		Bank Account
4505	Feb 19, 2016	5_ReceiptStation1_Fri / 4475	\$1,065.00	\$1,065.00		Bank Account
4506	Feb 19, 2016	15_Payson_Fri / 4474	\$19.00	\$19.00		Bank Account
4507	Feb 22, 2016	11_Payson_Mon / 4477	\$255.00	\$255.00		Bank Account
4508	Feb 22, 2016	1_ReceiptStation1_Mon / 4476	\$825.00	\$825.00		Bank Account
4509	Feb 23, 2016	2_ReceiptStation1_Tue / 4478	\$841.00	\$841.00		Bank Account
4510	Feb 23, 2016	12_Payson_Tue / 4479	\$161.00	\$161.00		Bank Account
4511	Feb 24, 2016	3_ReceiptStation1_Wed / 4480	\$395.00	\$395.00		Bank Account
4512	Feb 24, 2016	13_Payson_Wed / 4481	\$125.00	\$125.00		Bank Account
4513	Feb 25, 2016	4_ReceiptStation1_Thu / 4482	\$735.00	\$735.00		Bank Account
4514	Feb 25, 2016	14_Payson_Thu / 4483	\$342.00	\$342.00		Bank Account
4515	Feb 9, 2016	2_ReceiptStation1_Tue / 4461	\$800.00	\$800.00		Bank Account
4516	Feb 26, 2016	5_ReceiptStation1_Fri / 4484	\$1,144.00	\$1,144.00		Bank Account
4517	Feb 26, 2016	15_Payson_Fri / 4485	\$138.00	\$138.00		Bank Account
4519	Feb 29, 2016	11_Payson_Mon / 4487	\$289.00	\$289.00		Bank Account
4529	Feb 29, 2016	previousday / 4493	\$231.00	\$231.00		Bank Account
4544	Feb 10, 2016	previousday / 4512	\$95.00	\$95.00		Bank Account
4545	Feb 4, 2016	4_ReceiptStation1_Thu / 4454	\$887.00	\$887.00		Bank Account
4546	Feb 3, 2016	8_ReceiptStation2_Wed / 4452	\$868.00	\$868.00		Bank Account
4551	Feb 29, 2016	1_ReceiptStation1_Mon / 4486	\$1,076.00	\$1,076.00		Bank Account

Total \$21,721.21 \$21,721.21
Non-Deposit Total (\$16,355.00) (\$16,355.00)

ARF-3700

Consent Agenda Item

3. G.

Regular BOS Meeting

Meeting Date: 04/19/2016

Reporting Period: February 2016

Submitted By: Dorothy Little,
Justice of the
Peace-Payson
Region

Information

Subject

Payson Regional Justice of the Peace monthly activity report for February 2016.

Suggested Motion

Acknowledgment of the February 2016 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

Attachments

Payson JP Feb 2016 reports

PAYSON JUSTICE COURT TREASURER'S RECAP

FEBRUARY, 2016	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T848-2061	\$ 51.47	\$ 2.57	\$ 48.90
Arson Detection Reward Fund 41-2167D	ZADRF	0801000-000-000-2061-00	T301-2061	\$ -	\$ -	\$ -
Attorney Fee Reimbursement	ZATT	1005000-314-000-3400-11	X10501314004383	\$ 68.91	\$ -	\$ 68.91
Confidential Address Assessment - State Treasurer	ZCAA1	0884000-000-000-2061-00		\$ 95.00	\$ 4.75	\$ 90.25
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3800-30		\$ 5.00	\$ 0.25	\$ 4.75
Citizens Clean Elections	ZCEF	0898000-000-000-2061-00	T388-2061	\$ 1,726.50	\$ -	\$ 1,726.50
Criminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061	\$ 3,113.83	\$ 405.69	\$ 7,708.14
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-90	X105-4809	\$ 3,825.00	\$ 191.25	\$ 3,633.75
DNA State Surcharge 3% 12-116.01C	ZDNAS	0872000-000-000-2061-00	T872-2061	\$ 1,036.54	\$ 51.83	\$ 984.71
Elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2061-00	T301-2061	\$ 385.10	\$ 19.26	\$ 365.84
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4815	\$ 1,019.04	\$ 50.95	\$ 968.09
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	\$ 15,831.13	\$ 791.56	\$ 15,039.57
Fill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T370-2061	\$ 1,208.29	\$ 60.41	\$ 1,147.88
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	\$ 129.20	\$ 6.46	\$ 122.74
Extra DUI Assessment \$500	ZGFDU	0912000-000-000-2061-00	T912-2061	\$ 1,064.89	\$ 53.24	\$ 1,011.65
Judicial Collection Enhancement \$7	ZJCL	4741000-314-000-3400-15	X36001314004615	\$ 650.65	\$ -	\$ 650.65
Judicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004615	\$ 171.22	\$ 8.56	\$ 162.66
Judicial Collection Enhancement \$13	ZJCS	0818000-000-000-2061-00	T818-2061	\$ 1,208.35	\$ -	\$ 1,208.35
Judicial Collection Enhancement %PC	ZJCSF	0840000-000-000-2061-00	T840-2061	\$ 392.26	\$ 19.61	\$ 372.65
Jail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340054851	\$ 744.41	\$ -	\$ 744.41
Local Costs	ZLCL	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4886	\$ 547.81	\$ 27.40	\$ 520.51
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T313-2061	\$ 2,244.22	\$ 112.21	\$ 2,132.01
2011 Additional Assessment - State Treasurer	ZOS1	0920000-000-000-2061-00		\$ 1,336.39	\$ 76.92	\$ 1,401.47
2011 Additional Assessment - County Treasurer	ZOS2	0921000-000-000-2061-00		\$ 192.34	\$ 9.62	\$ 182.72
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		\$ 7.05	\$ 0.35	\$ 6.70
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		\$ 152.57	\$ 7.63	\$ 144.94
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		\$ 605.20	\$ 30.26	\$ 574.94
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	0935000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	0936000-000-000-2061-00		\$ 4.00	\$ 0.20	\$ 3.80
Officer Safety - Registrar of Contractors (ROC)	ZOS8			\$ -	\$ -	\$ -
Officer Safety Equipment - Animal Control (AC)	ZOS10	0942000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety - Tonto Apache Police (TAR)	ZOS15	0950000-000-000-2061-00		\$ 0.34	\$ 0.02	\$ 0.32
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005000-314-000-3510-10	X105-4831	\$ 5.00	\$ 0.25	\$ 4.75
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	\$ -	\$ -	\$ -
Probation Surcharge 2006 (\$10.00)	ZPRS6	0871000-000-000-2061-00	T871-2061	\$ 7.55	\$ 0.38	\$ 7.17
Probation Surcharge 2009 (\$20.00)	ZPRS9	0871000-000-000-2061-00	T871-2061	\$ 3,919.93	\$ 196.00	\$ 3,723.93
Probation Surcharge \$5.00	ZPRSU	0871000-000-000-2061-00	T871-2061	\$ 5.47	\$ 0.27	\$ 5.20
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	\$ 1,731.00	\$ 86.55	\$ 1,644.45
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X19201301004777	\$ 1,284.08	\$ -	\$ 1,284.08
Reimbursement to Superior Court 40%	ZREIM	4574000-333-000-3400-18	X226333004864	\$ 856.04	\$ -	\$ 856.04
Security Enhancement Fee (Local)	ZSECE			\$ -	\$ -	\$ -
Technical Registration Fund (\$15 Drug Offenses)	ZTECH	0833000-000-000-2061-00		\$ -	\$ -	\$ -
Victim Rights Enforcement Fund	ZVREA	0957000-2061-00		\$ 313.79	\$ 15.69	\$ 298.10
Warrant Fee (Local)	ZWAR	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
AZ Native Plant Fund	ZANP		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 38.49	\$ 4.32	\$ 34.17
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 77.97	\$ 3.90	\$ 74.07
DUI Abatement	ZDUJA		STATE	\$ 39.83	\$ 1.99	\$ 37.84
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 100.00	\$ 5.00	\$ 95.00
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 3,372.82	\$ -	\$ 3,372.82
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 1,504.33	\$ -	\$ 1,504.33
Game and Fish - Wildlife	ZGF		STATE	\$ 529.30	\$ 26.47	\$ 502.83
HURF 1 28-5438, 2533G	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5438C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Prison Construction Fund	ZPCOF		STATE	\$ 2,028.18	\$ 101.31	\$ 1,926.87
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
State Highway Fund	ZSHWY		STATE	\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 669.21	\$ 33.46	\$ 635.75
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	\$ -	\$ -	\$ -
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	\$ 55.86	\$ 2.79	\$ 53.07
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
TOTALS				\$ 59,613.63	\$ 2,409.88	\$ 57,203.75
				TOTAL ADJUSTED BALANCE VERIFICATION		
				\$ 57,203.75		

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
3/1/16	5589	\$ 51,321.41	GILA COUNTY TREASURER
	5590	\$ 8,229.65	ARIZONA STATE TREASURER
		\$ -	GILA COUNTY BAD CHECK PROGRAM
	5591	\$ 62.57	SHERIFF SUSPENDED PLATES AND HURF
		\$ -	CITY POLICE SUSPENDED PLATES AND HURF
		\$ 59,613.63	TOTAL DISTRIBUTIONS THIS MONTH

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for FEBRUARY, 2016.

DOROTHY A. LITTLE
Gila County Justice of the Peace

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 1 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: February 2016

CRIMINAL TRAFFIC			
	D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)
			TOTAL (d)
Pending 1st of Month	122	4	209
Filed	19	0	31
Transferred In	0	0	0
SUBTOTAL	141	4	240
Transferred Out	0	0	0
Other Terminations	9	1	32
TOTAL TERMINATIONS	9	1	42
Statistical Correction	0	0	0
Pending End of Month	132	3	208

*A.R.S. 28-661 (if misdemeanor), -662,-663,-664,-665,-693,-708. See Instructions.

TRAFFIC FAILURE TO APPEAR**								
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
259	8	0	267	0	7	7	0	260

****READ:** These are FORMAL FTA FILINGS AND DISPOSITIONS CHARGING ANOTHER CRIMINAL OFFENSE, not bench warrants for failure to appear. FTA filings should also have original traffic complaint recorded in the CRIMINAL TRAFFIC SECTION above until that traffic filing has been terminated. Issuing a bench warrant or an FTA does not terminate the traffic filing.

Criminal Traffic/FTA Court Trials Held: 0 Criminal Traffic/FTA Jury Trials Held: 0

CIVIL TRAFFIC									
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Default Judg- ment	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
554	223	0	777	0	18	221	239	0	538

Civil Traffic Hearings Held: 2

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04 (Part of Civil Traffic Above)			
Filed	13	Trans In	0
		TOTAL	13

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Court ID: 404

Page 2 Processing

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year:

February 2016

MISDEMEANOR

	Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Tran Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
Misdemeanor (Non-Traffic)	632	36	0	668	0	78	78	0	590
Failure to Appear (Non-Traffic)	49	0	0	49	0	5	5	0	44
TOTAL	681	36	0	717	0	83	83	0	634

TRIALS HELD

Misdemeanor Court/FTA Trials Held:

0

Misdemeanor/FTA Jury Trials Held:

0

FELONY

	Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Trans Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
	33	18	0	51	0	20	20	0	31

Felony Preliminary Hearings Held:

0

Felony, Misdemeanor, Criminal Traffic Initial: Appearances:

149

LOCAL NON-CRIMINAL ORDINANCES

	Pending 1st of Month	Filed	SUB- TOTAL	Terminated	Stat. Corr.	Pending End of Month
Parking	0	0	0	0	0	0
Non-Parking	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 3 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: February 2016

	CIVIL COMPLAINTS			
	Small Claims	Forcible Detainer/ Eviction Action	Other Civil	TOTAL
	(a)	(b)	(c)	(d)
Pending 1st of Month	33	4	210	247
Filed	4	7	22	33
Transferred In	0	0	0	0
SUBTOTAL	37	11	232	280
Transferred Out	0	0	0	0
Other Terminations	0	7	27	34
TOTAL TERMINATIONS	0	7	27	34
Statistical Correction	0	0	0	0
Pending End of Month	37	4	205	246

Small Claims Hearings Held/Defaults: **2** Civil Court Trials Held: **11**

Small Claims Hearings Held/Defaults Before Volunteer Hearing Officer: **0** Civil Jury Trials Held: **0**

DOMESTIC VIOLENCE/HARASSMENT PETITIONS

	Filed	Order Issued	Petition Denied	TOTAL TERM.
Domestic Violence	7	7	0	7
Harassment	15	13	1	14

HEARINGS HELD TO REVOKE OR MODIFY ORDER OF PROTECTION INJUNCTION AGAINST HARASSMENT

Order of Protection: **4** Injunction Against: **4**

SPECIAL PROCEEDINGS/ACTIVITIES

Peace Bond Complaints Filed:	0	Fugitive Complaints Filed:	0
Juvenile Hearings Held:	0	Search Warrants Issued:	5

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 4 Processing

Court ID: 404

Report Month/Year:

County: PAYSON REGIONAL JUSTICE COURT

February 2016

WARRANTS OUTSTANDING

TRAFFIC WARRANTS OUTSTANDING

D.U.I.	129
Serious Violations	5
All Other Violations	439
TRAFFIC TOTAL	573

CRIMINAL WARRANTS OUTSTANDING

Felony	37
Misdemeanor	517
CRIMINAL TOTAL	554

MAIL BY THE 20TH WORKING DAY OF MONTH:

Arizona Supreme Court
Administrative Office of the Courts
1501 W. Washington St., Suite 410
Phoenix, AZ 85007-3327

ATTN: Research/Statistics Unit
(602) 542-9376



Signature of the Judge/Magistrate (or designee)



Name of Preparer



Date of Preparation

ARF-3728

Consent Agenda Item

3. H.

Regular BOS Meeting

Meeting Date: 04/19/2016

Reporting Period: March 2016

Submitted For: Jesse Bolinger, Justice of the Peace-Globe Region

Submitted By: Mary Navarro, Justice Court Operations Mgr.

Information

Subject

Globe Regional Justice of the Peace's Office monthly report for March 2016.

Suggested Motion

Acknowledgment of the March 2016 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

Attachments

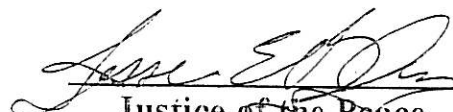
Monthly Report for March 2016

GLOBE REGIONAL JUSTICE COURT MONTHLY TRUST REPORT

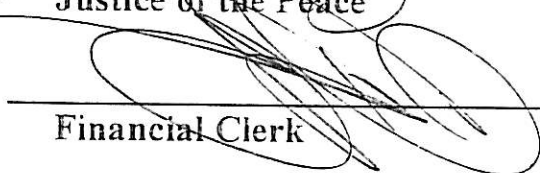
For the Month of: MARCH, 2016

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	\$8466.82
RECEIVED DURING THE MONTH	\$7341.67
DISBURSED DURING THE MONTH	\$4144.82
BALANCE AT THE END OF THE MONTH	\$11663.67



Justice of the Peace

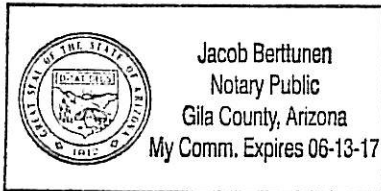


Financial Clerk

*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports - the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

MARCH, 2016	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZGPRF		STATE	\$ 383.07	\$ 19.16	\$ 363.91
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 214.40	\$ 10.72	\$ 203.68
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 123.15	\$ 6.16	\$ 116.99
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 4,428.29	\$ -	\$ 4,428.29
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 3,451.20	\$ -	\$ 3,451.20
Game and Fish - Wildlife	ZGF		STATE	\$ -	\$ -	\$ -
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 1,835.86	\$ 91.80	\$ 1,744.06
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 56.66	\$ 2.84	\$ 53.82
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Public Safety Equipment Fund	ZPSEF		STATE	\$ 2,371.00	\$ 118.55	\$ 2,252.45
Alternative Dispute Resolution	ZADR	848-2061	T848-2061	\$ 42.99	\$ 2.15	\$ 40.84
Arson Detection Reward Fund 41-2167D	ZADRF	901-2061	T901-2061	\$ -	\$ -	\$ -
Confidential Address Assessment - State Treasurer	ZCAA1	884-2061		\$ 117.00	\$ 5.85	\$ 111.15
Confidential Address Assessment - Local	ZCAA2	1005-311-3800-30		\$ 6.15	\$ 0.31	\$ 5.84
Citizens Clean Elections	ZCEF	888-2061	T888-2061	\$ 1,900.27	\$ -	\$ 1,900.27
Criminal Justice Enhancement 67%	ZCJEF	812-2061	T812-2061	\$ 8,987.65	\$ 449.39	\$ 8,538.26
Defensive Driving Diversion Fee	ZDDS	1005-311-3510.10	X105-4831	\$ 1,785.00	\$ 89.25	\$ 1,695.75
DNA State Surcharge 3% 12-116.01C	ZDNAS	872-2061	T872-2061	\$ 1,089.65	\$ 54.49	\$ 1,035.16
DUI Abatement	ZDUIA	889-2061	T889-2061	\$ 500.21	\$ 25.02	\$ 475.19
Elected Officials Retirement Fund 15.30%	ZEORF	801-2061	T801-2061	\$ 321.71	\$ 16.09	\$ 305.62
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 100.84	\$ 5.05	\$ 95.79
Base Fees (General Fund)	ZFEE	1005-311-3400.15	X105-4615	\$ 824.94	\$ 41.25	\$ 783.69
Forensic Investigation Fund	ZFIF			\$ -	\$ -	\$ -
Base Fines (General Fund)	ZFINE	1005-311-3510.10	X105-4831	\$ 19,733.24	\$ 986.67	\$ 18,746.57
Fill the Gap Surcharge 7%	ZFTGS	896-2061	T870-2061	\$ 1,325.75	\$ 66.29	\$ 1,259.46
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005-311-3400.17	X10501311-4861	\$ 2,022.88	\$ 101.15	\$ 1,921.73
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005-300-3400.15	X1050234-4615	\$ -	\$ -	\$ -
Judicial Collection Enhancement \$7	ZJCL	4740-311-3400.15	X357-4615	\$ 878.92	\$ -	\$ 878.92
Judicial Collection Enhancement Local %	ZJCLF	1005-311-3400.15	X105-4615	\$ 143.15	\$ -	\$ 143.15
Judicial Collection Enhancement \$13	ZJCS	840-2061	T840-2061	\$ 1,635.66	\$ -	\$ 1,635.66
Judicial Collection Enhancement %PC	ZJCSF	840-2061	T840-2061	\$ 327.74	\$ 16.39	\$ 311.35
Jail (Incarceration) Fees	ZJF	1005-300-3405.40	X10502442-4651	\$ 1,698.71	\$ -	\$ 1,698.71
Local Costs	ZLCL1-5	1005-311-3400.10	X105-4450	\$ 197.38	\$ 9.87	\$ 187.51
Cost of Prosecution Reimbursement 60%	ZLCL6	3544-301-3400.11	X182-4620	\$ -	\$ -	\$ -
Cost of Prosecution Reimbursement 40%	ZLCL6	4574-333-3400.16	X22601333-4864	\$ -	\$ -	\$ -
County Attorney Bad Check Program	ZLCL7	3545-301-3400.11	X183-4620	\$ 206.01	\$ 10.31	\$ 195.70
Law Enforcement Boating Safety Fund	ZLEAB			\$ -	\$ -	\$ -
Miscellaneous Fees - Local	ZMISC	1005-311-3400.15	X105-4615	\$ 442.47	\$ 22.13	\$ 420.34
Medical Services Enhancement 13%	ZMSEF	813-2061	T813-2061	\$ 2,474.30	\$ 123.72	\$ 2,350.58
2011 Additional Assessment - State Treasurer	ZOS1	930-2061	T930-2061	\$ 1,629.14	\$ 81.46	\$ 1,547.68
2011 Additional Assessment - County Treasurer	ZOS2	931-2061	T931-2061	\$ 203.48	\$ 10.18	\$ 193.30
Officer Safety Equipment - City Police - Globe (CP)	ZOS3	932-2061	T932-2061	\$ 113.89	\$ 5.70	\$ 108.19
Officer Safety Equipment - Sheriff (SHF)	ZOS4	933-2061	T933-2061	\$ 136.36	\$ 6.82	\$ 129.54
Officer Safety Equipment - DPS (DPS)	ZOS5	934-2061	T934-2061	\$ 544.41	\$ 27.23	\$ 517.18
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	935-2061	T935-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	936-2061	T936-2061	\$ 0.54	\$ 0.03	\$ 0.51
Officer Safety - Registrar of Contractors (ROFC)	ZOS8	937-2061	T937-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13	938-2061	T938-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - County Attorney	ZOS14	953-2061	T953-2061	\$ 2.40	\$ 0.12	\$ 2.28
Arizona Department of Insurance (ADOI)	ZOS15	939-2061	T939-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16	940-2061	T940-2061	\$ 16.10	\$ 0.81	\$ 15.29
Health and Human Services (HHS)	ZOS17	941-2061	T941-2061	\$ -	\$ -	\$ -
Gila County Animal Control (R)	ZOS18	942-2061	T942-2061	\$ -	\$ -	\$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19	943-2061	T943-2061	\$ 0.99	\$ 0.05	\$ 0.94
TriCity Fire Department (TRIFI)	ZOS20	944-2061	T944-2061	\$ -	\$ -	\$ -
San Carlos Game and Fish (SCGF)	ZOS23	945-2061	T945-2061	\$ -	\$ -	\$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24	946-2061	T946-2061	\$ -	\$ -	\$ -
Arizona Department of Liquor (ADL)	ZOS25	947-2061	T947-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Attorney General Office	ZOS26	953-2061		\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005-311-3510.10	X105-4831	\$ 84.24	\$ 4.22	\$ 80.02
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 490.77	\$ 24.54	\$ 466.23
Prison Construction Fund	ZPCOF	908-2061	T908-2061	\$ 5,012.54	\$ 250.63	\$ 4,761.91
Probation Surcharge 2006 (\$10.00)	ZPRS6	871-2061	T871-2061	\$ 137.22	\$ 6.86	\$ 130.36
Probation Surcharge 2009 (\$20.00)	ZPRS9	871-2061	T871-2061	\$ 4,274.58	\$ 213.73	\$ 4,060.85
Probation Surcharge \$5.00	ZPRSU	871-2061	T871-2061	\$ 85.67	\$ 4.29	\$ 81.38
Public Defender Fees	ZPUBZ	1005-345-3300.00	X105-4429	\$ 226.76	\$ -	\$ 226.76
Reimbursement to County Attorney 60%	ZREIM	3544-301-3400.11	X182-4620	\$ 3,975.01	\$ -	\$ 3,975.01
Reimbursement to County Attorney 40%	ZREIM	4574-333-3400.16	X22601333-4864	\$ 2,650.00	\$ -	\$ 2,650.00
Security Enhancement Fee	ZSECE			\$ -	\$ -	\$ -
State Highway Fund	ZSHWY			\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005-300-3510.10	X105-4264	\$ 14.37	\$ 0.72	\$ 13.65
Technical Registration Fund (\$15 Drug Offenses)	ZTECH			\$ -	\$ -	\$ -
Victims Assistance Fund	ZVAF		T814-2061	\$ -	\$ -	\$ -
Victim Rights Enforcement Fund	ZVREA	957-2061	T957-2061	\$ 333.36	\$ 16.67	\$ 316.69
Local Warrant Fee	ZWAR			\$ -	\$ -	\$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$ 65.72	\$ 3.29	\$ 62.43
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (Miami Police Dept.)	ZSLMP		CITY POLICE	\$ 6.43	\$ 0.33	\$ 6.10

Display Suspended Plates (City Police)	ZSLPC	CITY POLICE	\$ 5.61	\$ 0.29	\$ 5.32
TOTALS			\$ 79,635.84	\$ 2,932.58	\$ 76,703.26
			TOTAL ADJUSTED BALANCE VERIFICATION		\$ 76,703.26
			TOTAL RESTITUTION RECEIVED		\$ 544.38
			TOTAL RECEIPTS THIS MONTH		\$ 80,180.22



DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
4/4/2016	9133	\$ 12,614.40	ARIZONA STATE TREASURER
4/4/2016	9134	\$ 66,947.59	GILA COUNTY TREASURER
4/4/2016	9137	\$ 62.43	GILA COUNTY SHERIFF D.A.R.E.
4/4/2016	9136	\$ 11.42	CITY POLICE SUSPENDED PLATES
		\$ 79,635.84	TOTAL DISTRIBUTIONS THIS MONTH

I, Jesse E. Bolinger, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of MARCH, 2015.

Jesse E. Bolinger
Justice of the Peace

Subscribed and Sworn to before me this 4th

day of April, 2016

[Signature]
Notary Public

My Commission Expires: 13 June 2017

ARF-3731

Consent Agenda Item

3. I.

Regular BOS Meeting

Meeting Date: 04/19/2016

Reporting Period: March 29, 2016

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Laurie Kline, Deputy Clerk

Information

Subject

March 29, 2016, Board of Supervisors' meeting minutes.

Suggested Motion

Approval of the March 29, 2016, Board of Supervisors' meeting minutes.

Attachments

03-29-16 BOS Meeting Minutes

**BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA**

Date: March 29, 2016

MICHAEL A. PASTOR
Chairman

MARIAN E. SHEPPARD
Clerk of the Board

TOMMIE C. MARTIN
Vice-Chairman

By: Laurie J. Kline
Deputy Clerk

JOHN D. MARCANTI
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV) John D. Marcanti, Member; Don E. McDaniel, Jr., County Manager; and Laurie J. Kline, Deputy Clerk.

ABSENT: Marian E. Sheppard, Clerk of the Board, and no County Attorney was present.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE

The Gila County Board of Supervisors met in a work session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Eric Mariscal led the Pledge of Allegiance.

Item 2 – REGULAR AGENDA ITEMS:

A. Information/Discussion to increase the Sheriff's Office fee schedule effective July 1, 2016, for out-of-county housing costs for self-surrenders from \$54.63 per day to \$175 for the first day and \$90 for every day thereafter.

Sheriff J. Adam Shepherd stated that the Sheriff's Office fee schedule has not been increased for "decades" and he believes that it has become necessary to do so. Gila County currently has the lowest cost, compared to other Arizona counties, to house self-surrender inmates who are from other counties and have the option to serve their sentence [jail time] in Gila County. Sheriff Shepherd stated that research was done to formulate a fair rate to charge for these services.

William “Swede” Carlson, Detention Officer Lieutenant, stated that when the current rate of \$54.63 per day to house a self-surrender inmate was established, there weren’t very many self-surrenders from other counties housed in the Gila County Jail. When the rate was offered to Maricopa County, Gila County received copious amounts of self-surrender inmates opting to be housed at the Gila County Jail rather than the Maricopa County Tent City Jail to serve their jail sentences. The cost to house an inmate in Gila County is \$85 a day, and does not include utilities and medical expenses. The proposed fee schedule, as stated above, is right in the middle of what the other Arizona counties charge for this service and will cover the cost to house a self-surrender inmate.

The Board held a discussion regarding the logistics of housing inmates in either Payson or Globe. It was determined that if there is no room in the Payson jail, the male inmates are transported to the Globe jail, and that all female inmates are transported to the Globe jail.

Justin “Matt” Solberg, Detention Commander, explained that since the length of time inmates are housed varies, there is usually room to house the inmates in either Payson or Globe. Sheriff Shepherd concurred and added that self-surrenders are usually housed for a lot less time and that it is easier to project the Sheriff’s Office needs for a five to ten day inmate stay than an inmate that is held indefinitely.

Vice-Chairman Martin inquired if the first day fee of \$175 covers booking and medical expenses. Sheriff Sheppard explained that there is a lot more staff time involved in processing an inmate into the facility on the first day, and that after that it is routine and less costly. The \$90 fee for each subsequent day an inmate is held does cover the cost with a little buffer for unforeseen expenses.

The Board members commented that they appreciated the presentation and supported approving the increase to the fee schedule at a future meeting when it is presented as an action item.

B. Information/Discussion/Action to the canvass the election results contained in the Official Canvass of the Presidential Preference Election held on March 22, 2016, in Gila County, Arizona, and declare the results official.

Eric Mariscal, Elections Director, reviewed the contents of the canvass of the Presidential Preference Election results. He stated that the number of district polling sites has been reduced, based on voter registration numbers of one district polling site per every 2,000 registered voters, for a total of 17 district polling sites in Gila County. Three of the 17 precincts are small enough to

have all-mail ballots. Gila County had the third highest percent in the State with an overall voter turnout of 57.06%. He stated that the participation at the polling places was “very slim,” and that the majority of the ballots were received by early ballots. Mr. Mariscal stated that no major issues or delays were experienced at any of the polling places.

Vice-Chairman Martin asked Mr. Mariscal to review the information pertaining to the number of early voters in contrast to the number of voters who voted at polling places. Mr. Mariscal again reviewed the information pertaining to the number of early votes received compared to the number of votes received at the polling places and stated that the early voting does seem to be the trend throughout the County. She added that it is important to clear up some of the confusion, if there is another Presidential Preference Election, with regard to the Independent Voters, when only registered Democratic, Republican and Green Voters, and not Independent, may vote. Mr. Mariscal stated that there might be Arizona State legislation passed to assist with this, but he was unsure. He added that it *was* helpful that the Recorder’s Office distributed literature regarding this election and he hopes for improvement in keeping the voters well informed.

Supervisor Marcanti stated that he feels that there will always need to be polling places in San Carlos because the voter turnout at the polling places is higher than the early mail-in ballots received. He added that he agreed with consolidating polling places where it is possible to do so.

Chairman Pastor confirmed that it was a requirement to have 1 polling place for every 2,000 voters; however, it may be possible to trim that number for the next election. Mr. Mariscal stated that there is no formula set for the next election with regard to the number of polling places required. He added that most likely there would always be polling places at the outlying areas of the County, and that the consolidation of the polling places is mostly in the Globe, Miami, and Payson area.

Chairman Pastor inquired when the recently purchased voting equipment would be utilized. Mr. Mariscal stated that the implementation of the new voting equipment would be functional for the election in May.

Don McDaniel, County Manager, stated that he wanted to recognize Mr. Mariscal for his foresight and tenacity in reducing the number of polling sites, and for his direction to reduce the number of potential problems associated with an election. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously canvassed the election results contained in the Official Canvass of the Presidential Preference Election held on March 22, 2016, in Gila County, Arizona, and declared the results official.

C. Information/Discussion regarding the accomplishments and activities of the Elections Department in 2016.

Mr. Mariscal stated that one of the successes during 2015 was to acquire new voting equipment. One of the events that transpired in 2015 was that the vendor that provided ballot layout services was no longer available, so the decision was made to do the ballot layout in-house. He stated that in 2015 there were two elections, Tri-City Regional Sanitary District and the Miami Unified School District for which the ballots were created in-house by the Elections Department. On February 24, 2016, the voting election software purchased from Election Systems and Software (ES&S) was received, set up, and functioning properly. On February 29, 2016, software training from ES&S was provided and was initially set for five days; however, Alfonso Alvarez, Elections Specialist, completed the training in three days. He was able to do the ballot layout for the two aforementioned elections ballots and most recently the Presidential Preference Election ballot layout. (Each Board member was provided a paper copy of a sample ballot.) The new elections software is employed and being utilized. The elections software is closed and kept separate on a server; therefore, it cannot be accessed by the outside. On March 11, 2016, the majority of the equipment was received, inventoried and accepted. Later that day, two ES&S technicians arrived to set up the DS850 scanner. It took the Elections Department a day and a half to scan all of the ballots that came in for the Presidential Preference Election. The DS850 scanner has the ability to scan the same number of ballots in approximately an hour and a half. The technicians also set up the Express Vote Units and were in good working order. April 6-8, 2016, ES&S technicians will be here to conduct training on electronic poll book tablets and the ballot on demand printers.

Vice-Chairman Martin requested that as soon as Mr. Mariscal has a sample ballot prepared that she can share with the media, that he provide it to her.

Supervisor Marcanti inquired as to how electrical outages would be handled. Mr. Mariscal replied that one precinct (Carrizo) has been identified as needing special connectivity accommodations; therefore, paper ballots will be used at that location. If connectivity is lost or there is an electrical outage, voters would still be able to vote provisionally until power and or a signal is restored.

Chairman Pastor thanked Mr. Mariscal for the presentation.

Mr. McDaniel stated that Gila County Merit System Rule 7 – Political Activity will be shared with employees during this election season so that employees

will know what rights, responsibilities, and limitations they have as a County employee.

Item 3 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There were no comments from the public.

Item 4 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.

Each Board member presented information on current events. Mr. McDaniel provided no comments at this time.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:12 a.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

ARF-3714

Consent Agenda Item

3. J.

Regular BOS Meeting

Meeting Date: 04/19/2016

Reporting Period: March 25, 2016; and April 01, 2016

Submitted For: Jeff Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator

Information

Subject

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 03-25-16; and 04-01-16.

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of March 21, 2016 through March 25, 2016; and March 28, 2016 through April 01, 2016.

Attachments

Report for County Manager approved contracts for Weeks Ending 03-25-16, and 04-01-16

Amendment No. 1-Modular Solutions

Service Agreement No. 031516-Rodriguez Constructions

Amendment No. 2-US Imaging

Service Agreement No. 031416-1-Noble Building

Amendment No. 4-Lori Martinez

Professional Services Agreement No. 031016-3-Bridgers & Paxton

Amendment No. 3-Horizon Health & Wellness

Service Agreement No. 020916-MP Environmental

Modification No. 4-Federal Hwy Admin for Federal Lands Agrmt No. DTFH68-13-E-00043

Service Agreement 010516-Northern Arizona Drywall

Amendment No. 2-LabCorp

Amendment No. 3-North Country Healthcare

Service Agreement No. 030816-Coin & Professional Equipment Co.

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000**March 21, 2016 thru March 25, 2016**

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
GS07F0199L Modular Solutions	Amendment No. to GSA Contract No. GS07F0199L Prefabricated Structures and Outdoor Smoking Shelters	N/A	03-31-16 to 06-30-16	03-23-16	Expires	The County has contracted with Modular Solutions to move a modular unit from Las Lomas School to the County fairgrounds. Due to road work on Hwy. 60 in Globe, per MVD restrictions, Modular Solutions is unable to move the structure at this time. Amendment No. 1 will allow to extend the term of the agreement with Modular Solutions to 06-30-16 so it can be moved when the restrictions are lifted.
031516 Rodriguez Constructions	Service Agreement No. 031516 URRD Work HH#10634	\$2,000.00	03-02-16 to 06-30-16	03-23-16	Expires	The purpose of this URRD work is, but not limited to, roof repairs to correct leaks.
030413-1 US Imaging	Amendment No. 2 to Professional Services Contract No. 030413-1 Recorder's Office Imaging	\$10,000.00	03-12-16 to 03-13-17	03-23-16	Expires	Amendment No. 2 will serve to extend the term of the contract from March 13, 2016 to March 12, 2017. US Imaging provides document managing to the County Recorder's Office by microfiche.
030416-1 Noble Building LLC	Service Agreement No. 030416-1 Weatherization Project HH#10270	\$10,291.29	03-23-16 to 06-30-16	03-23-16	Expires	Contract includes, but is not limited to, install heat pump 14 seer A/C with 8.3 HSPH, seal ductwork, install room door vents, replace exhaust fan, remove and seal furnace, caulk all areas needed, repair belly pan area and insulate.

March 21, 2016 thru March 25, 2016

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
080913-1 Lori Martinez, PhD, LPC, LISAC, NCC	Amendment No. 4 to Professional Services Agreement No. 080913-1 HIV Care and Services	\$2,000.00	04-01-16 to 03-31-17	03-23-16	Option to renew for one additional one-year period	Amendment No. 4 will serve to extend the term of the contract for an additional year and decrease the contract amount due to the decreased number of clientele in the Payson area of service.
031016-3 Bridgers & Paxton	Professional Services Contract No. 031016-3 Gila County Fairgrounds Modular Building Electrical Design	\$749.00	03-23-16 to 04-13-16	03-23-16	Expires	A double modular building will be relocated to the Gila County Fairgrounds located in Globe, AZ. There are two (2) 100 AMP, 120/280V, panelboards existing on the buildings, Scope will include adding a new 200 Amp service with main board to serve the 100 Amp sub panel boards.
Horizon Health & Wellness, Inc.	Limited Service Contract Behavioral Health Services	N/A	09-01-15 to 06-30-16	03-23-16	Option to renew for two additional one-year periods	Amendment No. 3 will serve to amend all references to SMMHC, Inc. dba Mountain Health and Wellness (MHW) to Horizon Health and Wellness, Inc. (HHW). Horizon Health & Wellness provides behavioral health counseling services for the probation department.
020916 MP Environmental	Service Agreement No. 020916 Decommission Fuel Tank at Courthouse	\$5,300.00	03-23-16 to 04-13-16	03-23-16	Expires	Contractor to Decommission a 5,000 gallon unleaded fuel tank at 1350 E. Monroe Street in Globe, AZ to make way for the new Copper Admin Building.
DTFH68-13-E-00043 Federal Highway Administration-Central Federal Lands Highway Division	Modification No. 4 to Federal Lands Highway Agreement No. DTFH68- 13-E-00043	N/A	04-30-16 to 12-13-16	03-23-16	Expires	On July 01, 2013, Gila County entered into an agreement with the Federal Highway Admin, Central Federal Lands Highway Division to construct two bridges on the Houston Mesa Road and one bridge on the Control Road. The current performance period will expire on 04-30-16. Modification No. 004 will extend the performance period to December 31, 2016, with no cost modifications.

March 28, 2016 thru April 01, 2016

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
010516 Northern Arizona Drywall, LLC	Service Agreement No. 010516 On-Call Drywall Repairs in Payson Area	\$2,000.00	03-30-16 to 03-29-17	03-30-16	Option to renew for two additional one-year periods	On-Call drywall and paint contractor for Northern Gila County (Timber Region). Sometimes the Facilities Department needs extra help with drywall or painting in the Payson area. It is less expensive at times to hire someone to do the labor so the other maintenance can be done.
030714 Laboratory Corporation of America	Amendment No. 2 to Professional Services Contract No. 030714 HIV Care & Services	Increase original contract amount of \$5,000.00 by \$2,000.00 for an amended contract amount of \$7,000.00	04-01-16 to 03-31-17	03-30-16	Option to renew for two additional one-year periods	Amendment No. 2 will extend the contract term from April 01, 2016 to March 31, 2017 and in addition will increase the original contract amount of \$5,000.00 by \$2,000.00 for a total contract amount of \$7,000.00. Contractor will provide laboratory testing for HIV Care and Services.
080913-4 North Country Healthcare, Inc.	Amendment No. 3 to Professional Services Contract No. 080913-4 HIV Care & Services	Decrease original contract amount of \$6,000.00 by \$3,000.00 for an amended contract amount of \$3,000.00	04-01-16 to 03-31-17	03-30-16	Option to renew for two additional one-year periods	Amendment No. 3 will serve to extend the term of the contract for an additional year and decrease the contract amount due to the decreased number of clientele in the Payson area of service..
030816 Coin & Professional Equipment Co.	Service Agreement No. 030816 Commercial Washer for Payson Detention Facility	\$2,304.69	03-30-15 to 06-30-16	03-30-16	Expires	The commercial washer is needed because the Detention Staff in Payson are currently using a residential washer and doing upwards of 12 loads of laundry a day. The purpose of the washer is to clean inmate uniforms, blankets, sheets, etc. A commercial washer is better suited to handle this kind of workload without the wear and tear.

CONTRACT AGREEMENT FORM

Contract Name: Prefabricated Structures and Outdoor Smoking Shelters Contract No.: GSA Contract #GS07F0199L

Statement of Mutual Consent and Intent

Modular Solutions has been contracted to move a modular building the County purchased from, Las Lomas school to the Fairgrounds, for use by the Sheriff. The modular building will be used as a classroom/training/meeting place for the Sheriff's Office. **Amendment No. 1** will serve to extend the term of the contract from 03-31-16 to 06-30-16. Due to roadwork on Hwy 60 in Globe, per MVD restrictions, Modular Solutions is unable to move the unit at this time.

Contract End Date: 03-31-16 to 06-30-16

Renewal Option: ☐ Yes
☒ No

Maximum Dollar Limit: N/A

Contract Information

Firm Name: Modular Solutions, Ltd. Contact Person: Mitzi Garcia

Address: P.O. Box 15507 Phone No: 602-952-9741

City: Phoenix State: AZ Fax: _____ Email: mitzig@mod-Sol.com

Special Notes:

Gila County is a member of the General Services Administration (GSA), for cooperative purchasing. By using the GSA contract with Modular Solutions, Ltd. it will save the county in both time and money for a rate that already been established.

Authorization to use a Cooperative Purchasing Agreement with the General Services Administration, Contract No. GS07F0199L approved this 23 day of MARCH, 2016.

GILA COUNTY


Don E. McDaniel, County Manager

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
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Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

GILA COUNTY
www.gilacountyaz.gov

SERVICE AGREEMENT NO. 031516

URRD WORK HH#10634

COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this 23rd day of March, 2016, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Rodriguez Construction, Inc., of the City of Miami, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement No. 031516** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 031516** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement No. 031516**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products - Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim

\$1,000,000

Annual Aggregate

\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the

purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds.

It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on March 02, 2016 and remains in effect through June 30, 2016.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed 2,000.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

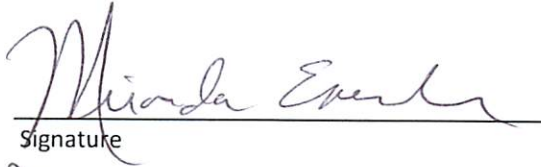
IN WITNESS WHEREOF, Service Agreement No. 031516 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 3/23/16

RODRIGUEZ CONSTRUCTION, INC.


Signature

Miranda Ender
Print Name



PO Box 13
Miami, AZ 85539

Phone: 928-425-7244
Fax: 928-425-5337
rodriguezconst@hotmail.com

RES/COMM. LIC:
ROC247373K42
RES. LIC: ROC247371B
COMM. LIC: Roc247372 B-01

Invoice

Date	Invoice #
2/22/2016	3353

Gila County Housing
5515 South Apache Avenue
P. O. Box 1254
Globe, AZ 85502

HH #10634

Description	Qty	Rate	Amount
Roof repairs to correct leaks		2,000.00	2,000.00
		Payments/Credits	\$0.00
		Balance Owed	\$2,000.00

WE ACCEPT VISA AND MASTERCARD



AMENDMENT NO. 2

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT NO. 030413-1

RECORDER'S OFFICE IMAGING

Effective March 13, 2013, Gila County and US Imaging, Inc. entered into a contract whereby US Imaging, Inc. agreed to provide Recorder's Office Imaging to the Gila County Recorder's Office.

Amendment No. 1 to Professional Services Contract No. 030413-1 was executed on August 12, 2015 extending the term of the agreement for one (1) year from March 12, 2015 to March 13, 2016.

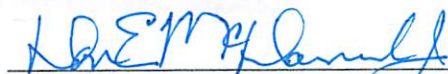
The contract expires March 12, 2016. Per page 6, Article 14 - Term, of the contract, the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. The parties hereby agree to exercise this option and agree to extend the contract term for one (1) year from March 13, 2016, to March 12, 2017.

Amendment No. 2 to Professional Services Contract No. 030413-1 will allow for Gila County to exercise the option to renew the term of the agreement for one (1) year from March 12, 2016 to March 13, 2017, for a contract amount of not to exceed Ten Thousand dollars and no/100's (\$10,000.00) without prior written approval from the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the March 12, 2016 to March 13, 2017 renewal period.

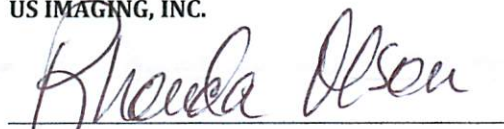
IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 13 day of MARCH, 2016.

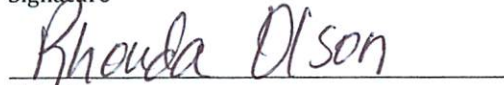
GILA COUNTY



Don E. McDaniel, Jr., County Manager

US IMAGING, INC.



Signature


Print Name

AGREEMENT

The following documents are hereby deposited in the County
of ... for the purpose of ...

PROPOSED AGREEMENT

PROPOSED AGREEMENT

Effective March 13, 2013, the County and the ...
has agreed to provide ...

... was entered on August 13, 2013 ...

The ... March 13, 2013 ...
have the right to renew the contract for two (2) additional one (1) year periods. The
parties hereby agree to exercise this option and agree to extend the term of the contract for one (1) year from
March 13, 2014 to March 12, 2015.

... March 13, 2013 ...
to exercise the option to renew the term of the agreement for one (1) year from March 13, 2015
to March 12, 2016, for a contract amount of not to exceed Ten Thousand dollars and no more
(\$10,000.00) without prior written approval from the County.

All other terms and conditions of the original agreement shall remain in full force and effect, including the
March 13, 2013 to March 12, 2014 term period.

IN WITNESS WHEREOF, two (2) identical copies of this agreement, each of which shall be signed, sealed,
signed and for all purposes be deemed an original, this agreement was made and executed by the parties
herein named on this ... day of ... 2013.

DE ...

DE ...

...
...
...

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 031416-1
WEATHERIZATION PROJECT HH#10270
COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this 23rd day of March, **2016**, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Noble Building LLC, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 031416-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 031416-1** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 031416-1**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim

\$1,000,000

Annual Aggregate

\$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the

purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain **Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance** for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent

the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on March 23, 2016 and remains in effect through June 30, 2016.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$10,291.29 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 031416-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

NOBLE BUILDING LLC


Don E. McDaniel Jr., County Manager


Signature

Date: 3/23/16

J. Byron Tarrish
Print Name

Gila County Housing Services

5515 S. Apache Ave.

P.O. Box 1254

Globe Az. 85502

(828)425 - 7631

**SCOPE OF WORK****Case Number: HH# 10270****BID DATE:** 3-14-16**CONTRACTOR INFORMATION:****Name:** Noble Building llc**Address:** 236 W Thompson rd
Payson Az 85541**Jurisdiction** Town of Payson
Census: 1**Owner:****Voice:** 928 478-0059**email:** noblebuildingllc@yahoo.com**BID TOTAL \$:** 10,291.29.
Contractor Signature

**** In addition to "Job Total Cost", all bids must include line item amounts in order to be accepted as an official bid. Bids without line item amounts will not be considered by Gila County Housing Services. ****

Contractor Bid

Case# HH# 10270

Page# 2 of 3

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LINE ITEMS - COMPLETE WRITE-UP**general requirements**

1

\$ 9**Permits and Fees**

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IBC, OSHA, and County Codes. Base this pricing only on permits you are obtaining. If no permits are needed this item is -0-.

2

Coleman split Heating \$ 6,187.80**Alternates and Suggestions**95% GAS \$ 6,493.69

Contractor is encouraged to suggest alternative and better methods to the rehabilitation specialist, and to notify him of items left out or discrepancies. Please use this section to show item and price. Do not add to total.

3

\$ 0**performance**

All work is to comply with Current IBC, or State Building code, Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.

All work to be done in a quality and Professional manner.

All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every detail.

Mechanical

4

\$ 8,081.29**Install Heat Pump 3 or 2.5 Ton System**

Install new Electric air handler and Heat pump, per manufactures instructions, include 14 Seer A/C with a 8.3 HSPH heat pump, Air handler, Heat strips, Cased coil, ductwork, thermostat, registers, dedicated electrical breakers installed to code. Outdoor unit elevation: PMI by area snowfall, or local code.

1) size the new furnace/heat pump to the home per ACCA Manual J, Residential Load Calculations, submit your load calculation form with your bid showing the sizing of the heat pump with correct size back up strip for the design heat load. Do not over size the unit. **NOTE:** Unit size may round up to nearest 1/2 ton, but must not be undersized.

2) electrical supply must be a dedicated circuit.

3) unit must have a minimum 30 inch front clearance, when installed.

4) check the temp. rise and match to the unit (PMI)

All furnace work must meet or exceed NFPA #54, as well as any other local codes

Install the ductwork for best possible efficiency, Use a reduced plenum system if possible.

size all ducts for best performance (PMI)

1) all joints in return air and supply ducts must be sealed

2) install a filter chamber with a cover

3) filter to be of common, readily available size

Note: All attic installations of combined heating/cooling or condensing furnace equipment, requires the addition of a properly drained overflow pan.

5

\$ 540

Contractor Bid

Case# HH# 10270

Page# 3 of 3

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Seal Ductwork

Remove all defective material, Clean and vacuum ducts. Seal with only approved Wap Materials such as cloth tape and Mastic. Seal all seams and verify leakage to meet Wap Standards. total CFM reduction of 400 cfm 50

6

\$ 350

Install room door vents.

Install a vent from bedroom 2 to main body of home must be able to reduce 12.6 Pa. from bedroom 2.

7

\$ 420

Exhaust fan replace

Remove the exhaust fan in bath 2 replace with new unit verify report new CFM movement.

Weatherization

8

\$ 150

Low cost no cost

Remove and seal furnace cabinet and plenum flue pipe and ceiling against air infiltration.

Seal electrical panel.

Seal exhaust fans.

9

\$ 250

Infiltration

Caulk all areas needed to prevent air infiltration to reduce total house leakage to 1000 cfm 50pa.

10

\$ 500

Fiberglass insulation, repair

Repair one area of bellypan and insulation.

Job Total Cost: \$ 10,291.29

ALT A \$ 8,397.80

ALT B \$ 9,103.69



P.O. Box 2746
Payson, AZ 85547
Fax (928) 468-6947

Date: 3/11/2018
Contract: Dave North

Proposal & Agreement

Customer

Name: Noble Builders
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Email: _____

Job Info

Name: Valentino
Address: _____
City: easy street Payson az
Phone: _____

Description of work to be performed:

Option 1) remove and dispose of existing split gas/a/c system, install new packaged heat pump, unit to be ground set north/north east corner of home, trench and install electrical in conduit from pad/mast to disconnect mounted by unit. install return air with filter grille in furnace closet, to unit supply duct into existing ductwork with R8 flex duct, strapped and sealed. install new digital thermostat with new thermostat wire. AHRI # 3688354

Option 2) removal and disposal of existing split gas/a/c, install new split heat pump. Includes new electrical circuit run to airhandler, digital thermostat, includes misc fasteners, sealants and labor. This system (manufactured home equipment) is not recertified

Option 3) removal and disposal of existing split gas/a/c, installation of new 65% gas furnace with 14seer ac, includes new flex pipe, gas flex and shut off valve, includes lp conversion, condensate drain, misc. fasteners, sealants, labor.

Warranty: Manufactures limited part, coil and compressor, 2 year workmanship, 1 year labor.

All equipment ratings are approximate.

Design and layout of installation is subject to change depending on structural characteristics, any major changes and or additions may incur additional fees. Permits not included.

Equipment / Options

Option #1	Option #2	Option #3
Make: <u>Revol</u>	Make: <u>colman</u>	Make: <u>Revol</u>
Type: <u>pkg hp hi static</u>	Type: <u>split manufacture Ec</u>	Type: <u>split gas w ac</u>
Model #: <u>RCFMA036JK000AUA</u>	Model #: <u>EB10C</u>	Model #: <u>8R87D72C4</u>
Heat Btu/s: <u>36K/5KW</u>	Heat Btu/s: <u>36K/5KW</u>	Heat Btu/s: <u>70K</u>
Cool Btu/s: <u>36K</u>	Cool Btu/s: <u>36K</u>	Cool Btu/s: <u>36K</u>
AFUE: <u>NA</u>	AFUE: <u>NA</u>	AFUE: <u>65%</u>
SEER: <u>14</u>	SEER: <u>14</u>	SEER: <u>14</u>
HSPF: <u>8</u>	HSPF: <u>NA</u>	
Total: _____	Total: _____	Total: _____
Deposit: _____	Deposit: _____	Deposit: _____
Balance: _____	Balance: _____	Balance: _____

Upgrades

May add for price indicated

It is understood and agreed by the parties that all equipment and parts, which are sold pursuant hereto, shall not become fixtures or part of the real estate where they are placed. Said parts and equipment shall at all times remain personal property and the title thereto shall remain with the seller until payment in full is received. Buyer hereby agrees that all parts and equipment may be repossessed in the event of non-payment. Any damage resulting from said removal shall not be the responsibility of Seller. All balances are due upon completion of work. All past due balances will be assessed a finance charge of 1.5% per month. Any fees or interest resulting from nonpayment of this invoice will be incurred by the customer. We are not responsible for delays beyond our control.

Payment Terms: 60% to Start Project and 40% Upon Completion of Project.

Accepted By (Client): _____ Date: _____

Approved By (Company): _____ Date: _____

LICENSED * BONDED * INSURED - FOR YOUR PROTECTION

"Quality Mindset, Friendly, and Affordable!"



AMENDMENT NO. 4

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES AGREEMENT NO. 080913-1 HIV CARE AND SERVICES

Effective April 01, 2013, Gila County and Lori Martinez, PhD, LPC, LISAC, NCC entered into a contract whereby Lori Martinez, PhD, LPC, LISAC, NCC would provide HIV Care and Services for Gila County Division of Health and Emergency Services.

Amendment No. 1 to Professional Services Agreement 080913-1 was executed on March 12, 2014 to extend the contract term for one (1) additional year from April 01, 2014 to March 31, 2015.

Amendment No. 2 to Professional Services Agreement No. 080913-1 was executed on March 17, 2015 to extend the contract term for one (1) additional one year from April 01, 2015 to March 31, 2016. Total annual compensation shall not exceed \$4,000.00, without written approval from the County.

Amendment No. 3 to Professional Services Agreement No. 080913-1 was executed on August 04, 2015 to decrease the dollar amount by One Thousand Five Hundred dollars and no/100's (\$1,500.00) for a new total contract amount not to exceed Two Thousand Five Hundred dollars and no/100's (\$2,500.00).

The contract expires March 31, 2016. Per page 5, Article X-Term, of the contract, Gila County has the right, at its sole option, to renew the contract for as many as five (5) additional one (1) year periods.

In addition, Health and Emergency Services would like to decrease the original contract amount of Four Thousand dollars and no/100's (\$4,000.00) by Two Thousand dollars and no/100's (\$2,000.00), due to the decreased number of clientele in the area of service.

Amendment No. 4 to Service Agreement No. 080913-1 will allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from April 01, 2016 to March 31, 2017.

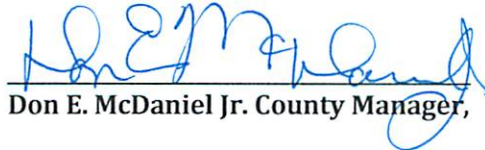
Further, Amendment No. 4 to Service Agreement No. 080913-1 will serve to decrease the original contract amount of \$4,000.00 by Two Thousand dollars and no/100's (\$2,000.00) for a new amended contract amount of Two Thousand dollars and no/100's (\$2,000.00).

Consequently, the contract is amended to extend the term of the contract for one additional year, from April 01, 2016 to March 31, 2017, and to decrease the contract amount by \$2,000.00 for a new total contract amount not to exceed Two Thousand dollars and no/100's (\$2,000.00) without prior written approval from the County.

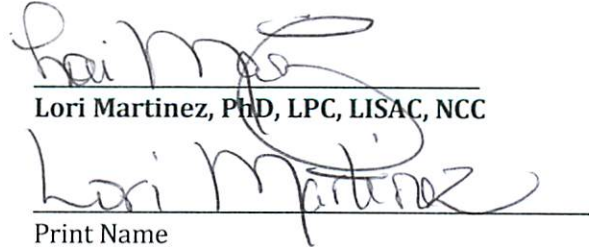
All other terms, conditions and provisions of the original Contract shall remain the same and apply during the April 01, 2016 to March 31, 2017 renewal period.

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 13 day of MARCH, 2016.

GILA COUNTY:


Don E. McDaniel Jr. County Manager,

CONTRACTOR:


Lori Martinez, PhD, LPC, LISAC, NCC
Lori Martinez
Print Name

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

PROFESSIONAL SERVICES CONTRACT NO. 031016-3

**GILA COUNTY FAIRGROUNDS MODULAR BUILDING
ELECTRICAL DESIGN**

THIS AGREEMENT, made and entered into this 23rd day of March, 2016, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Bridgers & Paxton, of the City of Phoenix, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Facilities Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 031016-3** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 031016-3** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 031016-3**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

In addition to the services provided for in Attachment "A", should Gila County require, and upon written request only, additional engineering and drafting services for work not included in the scope of Attachment "A", the services shall be billed at the following hourly rates:

Principal.....	\$197.00
Project Manager/Engineer.....	\$148.00
Staff Engineer/Tech.....	\$109.00
Designer/CADD.....	\$96.00
Drafter/CADD.....	\$64.00
Estimated/Construction Services.....	\$116.00
Controls/Commissioning.....	\$134.00
Telecommunication.....	\$121.00

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Consultant and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees or subcontractors and Consultant is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Consultant shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

▪ General Aggregate	\$2,000,000
▪ Products – Completed Operations Aggregate	\$1,000,000
▪ Personal and Advertising Injury	\$1,000,000
▪ Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant".**

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Contract.

- 2 The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Consultant shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501 and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed in the State of Arizona or which hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Consultant shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501 or may be emailed to Ms. Sgroi at jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Consultants' certificate(s) shall include all subcontractors as additional insured's under its policies or Consultant shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion.

All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between

the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect for 3 weeks after signature.

ARTICLE 15 – PAYMENT/BILLING: The Scope of Services as outlined in Attachment “A” to Professional Services Contract No. 031016-3 will be performed on a lump sum basis, with “Basic Services”, as identified on Attachment “A” not to exceed, without written authorization, \$749.00, which excludes reimbursable expenses, which shall be billed at cost plus 10%. Should additional services be required that are not included in any of the descriptions in this Article, it shall be provided at the hourly rates as identified on Page 2 of this contract, and only as authorized by Gila County.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor and it has been approved by the proper Gila County department. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Professional Services Contract No. 031016-3 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 3/23/14

BRIDGERS & PAXTON



Signature

John Montano

Print Name



September 9, 2015

Mr. David Hom
Assistant Facilities Manager
Gila County Facilities & Land Management
745 N. Rose Mofford Way
Globe, AZ 85501

**SUBJECT: GILA COUNTY MODULAR BUILDING ELECTRICAL ONE-LINE DIAGRAM
PROPOSAL FOR ELECTRICAL ENGINEERING SERVICES**

Dear David:

We are pleased to have the opportunity to participate with Gila County on the Mobile Unit Electrical Service as the Electrical Engineering Consultant. The project is located in Globe, AZ per our phone conversation.

Attachment No. 1 summarizes our project Electrical Engineering fee proposal request for 'Basic Design Services' and provides a fee breakdown by project phase.

We propose a Lump Sum fee proposal in the amount of *Seven-Hundred and Forty-Nine dollars (\$749.00)* for Construction Documents Services.

Should the project design schedule be delayed for any reason, for longer than ninety (90) days, an additional service fee will be required. This may include services to assess implications of construction costs, possible resulting design changes, possible code changes, and to re-organize the Design Team to re-familiarize the team with the project.

In the event that we have either neglected to include services which you believe will be necessary, or we have included work not required, please let me know and we can adjust our fee accordingly. Similarly, if you believe that our proposal is not reasonable for your project scope and budget, we would be happy to meet and negotiate scope and costs in order to meet your project requirements.

We propose that invoicing for engineering services during Design and Construction Phases be submitted monthly. Invoices will be due and payable not less than ten (10) days after receipt of payment from Owner.

Reimbursable expenses not included in our basic fee are to include expenses incurred by Bridgers & Paxton in the interest of the project and are identified as follows:

- *Expenses for reproduction, handling of drawings, specifications and other documents, other than normally required for coordination and progress review between Owner and Consultants.*
- *Expenses in connection with travel and per diem outside the Phoenix Metropolitan area.*
- *Applicable fees paid for securing approval of authorities having jurisdiction over the project.*

Reimbursable expenses if applicable will be billed at 10% markup.

March 10, 2016

Mr. David Horn / Gila County Facilities

RE: GILA COUNTY MODULAR BUILDING ELECTRICAL ONE-LINE

Page - 2

Our proposal is based upon receipt of a complete set of record drawings for architectural, structural, civil, and electrical.

Thank you for the opportunity to submit this proposal. We look forward to the opportunity to work with you on this project. I am available at your convenience to discuss and answer any questions you may have regarding our proposal. Please indicate your acceptance of this proposal by signing and returning one copy of this Agreement for our files.

Respectfully,
BRIDGERS & PAXTON



John Montano, P.E.
Vice-President

M:\PROPOSAL\2016\16P-031 GILA COUNTY MODULAR BUILDING ELECTRICAL ONE-LINE\BP GILA COUNTY MODULAR BUILDING ELECTRICAL ONE-LINE.DOCX
copy: Accounting

APPROVED: _____



for Gila County

DATE: _____

3/23/16

DON MCDANIEL, JR.

COUNTY MANAGER

**ATTACHMENT NO. 1
BRIDGERS & PAXTON CONSULTING ENGINEERS, INC.**

**SUMMARY OF ELECTRICAL FEE PROPOSAL
GILA COUNTY MODULAR BUILDING ELECTRICAL ONE-LINE DIAGRAM
Globe, Arizona**

We propose a lump sum project fee as summarized below:

1. Electrical Basic Services Fee (CD)..... **\$749.00**

BRIDGERS & PAXTON CONSULTING ENGINEERS, INC. FEE PROPOSAL SUMMARY

PROJECT -	<u>Gila County Modular Building</u>	TYPE OF SERVICE:	SH 1 OF	<u>2</u>
LOCATION -	<u>Phoenix AZ</u>	<u>Electrical</u>	DATE	<u>03/10/2016</u>
PROJECT NUMBER -	<u>16P-031</u>		REV.	

<u>Const. Document Phase</u>	\$749.00
------------------------------	----------

\$749.00 *

*This proposal is only valid for 60 days from the submittal date listed above.

::

BRIDGERS & PAXTON CONSULTING ENGINEERS, INC. FEE PROPOSAL SPREAD SHEET

PROJECT - Gila County Modular Building
 LOCATION - Phoenix AZ
 PROJECT NUMBER - 16P-031

TYPE OF SERVICE:

Electrical

SH 2 OF 2

DATE 3/10/2016

REV. _____

PHASE/TASK/ACTIVITY	HOURS BY STAFF LEVEL								TOTAL HOURS	TOTAL AMOUNT
	Principal	Proj Mgr/Eng	Stf Engr/Tech	Designer	Drafter/CADD	Controls/Comm	Estmtg/Constr	Telecomm Eng		
Const. Document Phase										
Task/Activity:										
Prepare One Line diagram					6.00				6.00	372.0
Perform Electrical Calculations				2.00					2.00	186.0
Quality Assurance	1.00								1.00	191.0
TOTAL HOURS	1.00			2.00	6.00				9.00	749.0
BILLING RATE	\$191.00	\$144.00	\$106.00	\$93.00	\$62.00	\$130.00	\$113.00	\$117.00	\$83.22	AVG.
SUB-TOTAL (Labor)	\$191.00			\$186.00	\$372.00				\$749.00	
EXPENSES:										
SUB-TOTAL (Expenses)										
Const. Document Phase	TOTAL FEE								\$749.00	

**This proposal is only valid for 60 days from the submittal date listed above.

**ATTACHMENT NO. 2
BRIDGERS & PAXTON CONSULTING ENGINEERS, INC.**

**SCOPE OF WORK
ELECTRICAL ENGINEERING**

Our general understanding of the project electrical requirements are summarized herein:

Provide a one-line diagram drawing for a relocated modular building. Gila County will provide the electrical requirements (panelboard sizes) for the building.

I. Included in Basic Engineering Services are the following:

- A. Participation with the project team in the construction document phase to determine project electrical design requirements and recommended design approach with Owner review and approval.
- B. Provide One-line diagram. Load Summary, AIC Calculations, Feeder sizing (with voltage drop), overcurrent protection sizing.

II. Clarifications & Exclusions

- A. Not anticipated as being required, or not requested, and therefore not included in our Basic or Special Services proposal are as listed below:
 - 1. Services associated with Construction Administration (RFI's, submittal reviews, site observations).
 - 2. Preparation of detailed estimates of probable MEP construction costs for the proposed work.
 - 3. Participation in the Owner's operating and maintenance training conducted by the Contractor.
 - 4. Design of off-site utility system improvements or expansion including connections to utilities beyond the property line and/or within the public right-of-way (to be provided by Civil Engineer to the extent as may be necessary).
 - 5. Site survey with all appropriate topographical information including location and identification of all surface and sub-surface utility structures and distribution systems.
 - 6. Demolition of existing onsite building, structure and utility infrastructure systems.
 - 7. Detailed short circuit or coordination studies and measurement of existing electrical equipment and power distribution.
 - 8. Testing & Measurement of the existing building electrical service as may be required to determine the existing capacities and adequacy to serve the proposed tenant improvement area.
 - 9. Representation on site during electrical start-up, testing or commissioning. Commissioning might include, but not be limited to, the following: Detailed systems operation verification; point by point control/wiring systems checkout; verification of compliance with design criteria; assisting Owner and Contractor in

Scope of Work**Page 2**

critical path start-up; assisting User with performance verification; documentation; and participation in maintenance staff training.

10. Design, coordination, and/or cooperation with any asbestos or hazardous waste related activities.
11. Special on-site observation/inspection which may be required by the City of Globe Building Department or County or State Building Department/Officials.
12. Energy analysis and/or life cycle cost studies or system alternatives.
13. Preparation of record drawings based on markup 'as-built' information provided by the Contractor.
14. Preparation of construction documents of multiple (more than one (1)) bidding packages.
15. Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to the drawings, specifications, and other documents resulting from the substitutions.
16. Plotting drawings on Mylar for any submission such as final construction documents, record sets, etc. If required, then the cost of Mylar shall be submitted as a reimbursable expense.
17. Signing and sealing other consultants design drawings, specifications, etc.
18. Work typically included as _Additional Services_ in The Standard AIA Agreement Between Architect and Consultants, unless otherwise included herein.
19. Preparation of reports or studies for additional work typically included as "Additional Services" in The Standard AIA Agreement Between Architect and Consultants.

III. Additional provisions associated with the electrical engineering services, include the following:

- A. The Owner will provide B&P with complete information concerning the project requirements for our work and shall furnish as applicable:
 1. Criteria, constraints and definitions applicable to this Project.
 2. A list of codes, including edition dates and local ordinances, supplements and revisions applicable to this project.
 3. Electronic CADD files of architectural floor plans compatible with AutoCAD 2010 format including vendor equipment shop drawings for our use during design. CADD files shall be accompanied by two (2) sets of half-size prints. Updated files and blue-line prints shall be furnished as architectural changes are made and these changes shall be identified on the prints.
 4. Design and construction standards which we are to follow in the preparation of construction documents.

Scope of Work**Page 3**

The above items shall be furnished at no expense to B&P and we shall be entitled to rely upon the accuracy thereof.

- B. Inform us of special requirements of the project which will affect our work.

IV. Conditions of Agreement

- A. Any incentives clauses for the design team or contractor shall be disclosed at the time they are established. The design team shall be fully informed of such clauses and given the opportunity to participate if success of meeting the incentive clause requires additional effort on our part.
- B. Should the project design schedule be delayed for any reason, for longer than 90 days, an additional service fee will be required. This may include services to assess implications of construction costs, possible resulting design changes, possible code changes, and to reorganize the design team to refamiliarize the team with the project.
- C. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, partners, employees and subconsultants, and any of them, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the Consultant under this Agreement, or the total amount of \$50,000, whichever is greater. It is intended that this limitation apply to any all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- D. Selection of the contractor for the project solely on the basis of 'lowest' bid without consideration of qualifications shall invoke limitation of liability as stated above.
- E. The premise of this agreement is that the prime consultant and all other project sub-consultants are adequately insured for professional liability and are therefore liable for their portion of the work.
- F. Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant, and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.
- G. Payment to Bridgers & Paxton shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties whom may have caused additional services or expenses. No withholdings, deductions, or offsets shall be made from Bridgers & Paxton's compensation for any reason unless Bridgers & Paxton has been found legally liable for such amounts.

Scope of Work

Page 4

- H. Consult with us regarding proposed changes which may affect our work, as early as feasible upon consideration of the change. Bridgers & Paxton shall be notified of all architectural changes in writing.

V. Project Credits

- A. All publicity where credits are given will include the name of Bridgers & Paxton Consulting Engineers as the Electrical Consulting Engineers.

END SCOPE

BRIDGERS & PAXTON CONSULTING ENGINEERS, INC.**PROFESSIONAL FEE SCHEDULE OF HOURLY RATES
ELECTRICAL**

Principal.....	\$197.00
Project Manager / Engineer.....	148.00
Staff Engineer / Tech.....	109.00
Designer / CADD	96.00
Drafter / CADD	64.00
Estimating / Construction Services.....	116.00
Controls/Commissioning.....	134.00
Telecommunication	121.00

NOTE:

1. *The hourly rates quoted herein are applicable for a period of six (6) months, unless otherwise stipulated.*
2. *The hourly rates quoted herein do not include local or state gross receipts tax, as may be applicable.*

REIMBURSABLE EXPENSES:

Travel and per diem (lodging, meals, etc.), reproduction, express mailing, etc., will be billed on a direct cost reimbursable basis, unless otherwise stipulated.



AMENDMENT NO. 3

The following amendments are hereby incorporated into the contract documents for the below stated project:

LIMITED SERVICES CONTRACT BEHAVIORAL HEALTH SERVICES

SMMHC, INC. DBA MOUNTAIN HEALTH AND WELLNESS (Now HORIZON HEALTH AND WELLNESS, INC.)

Effective July 1, 2013, Gila County and SMMHC, INC. dba Mountain Health and Wellness entered into a contract whereby SMMHC, INC. dba Mountain Health and Wellness agreed to provide Behavioral Health Services, as requested by the Gila County Superior Court. Per Section I.1, TERM OF CONTRACT, the contract period may be renewed by Gila County, for four (4) additional one (1) year periods.

Amendment No. 1 was executed on June 11, 2014 to extend the contract term for one (1) year from July 1, 2014 to June 30, 2015 with the total annual compensation of the contract not to exceed \$35,000.00.

Amendment No. 2 was executed on June 17, 2015 extending the term of the contract from July 1, 2015 to June 30, 2016.

Effective September 1, 2015 SMMHC, Inc. dba Mountain Health and Wellness (MHW) merged with Horizon Human Services to form Horizon Health and Wellness, Inc. (HHW).

Amendment No. 3 will serve to amend all references to SMMHC, Inc. dba Mountain Health and Wellness (MHW) to Horizon Health and Wellness, Inc. (HHW).

Contractor will continue to bill for services pursuant to Section 1.1, TERM OF CONTRACT, of the original contract, but in no event shall charges for the July 1, 2015 to June 30, 2016 extension exceed \$35,000.00, without prior written agreement of the County.


All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 23 day of MARCH, 2016.

GILA COUNTY

Horizon Health and Wellness, Inc. (HHW)


Don E. McDaniel, Jr., County Manager


Authorized Signature

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 020916
DECOMMISSION FUEL TANK AT COURTHOUSE
FUEL MANAGEMENT

THIS AGREEMENT, made and entered into this 23rd day of March, 2016, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and MP Environmental Services, Inc., of the City of Phoenix, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Fuel Management** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement No. 020916** by mention made a binding part of this agreement as set forth herein. Gila County is opting to only contract for the "Base Scope of Work" as identified on Attachment "A" to Service Agreement No. 020916.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 020916** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement No. 020916**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

- a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed in the State of Arizona or which hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers and with an “A.M. Best” rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.

Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will

conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of

County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds.

It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect for three weeks from signature.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$5,300.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 020916 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 3/23/14

MP ENVIRONMENTAL SERVICES, INC.


Signature

MATT HOFFMAN
Print Name

QUOTE DUE DATE: Please email or fax quote by, 11:00 A.M. on March 04, 2016 to,
Jeannie Sgroi, jsgroi@gilacountyaz.gov, fax 928-402-4386

"Gila County reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County"

Contractor Name: MP Environmental Services, Inc.

Contractor Address: 3045 South 51st Avenue, Phoenix, AZ 85043

Contractor Phone #: 602-278-6233 Email Address: mhoffman@mpenviro.com

Contractor Signature: 

TOTAL COST FOR MATERIAL & INSTALLATION

LABOR COST \$ 4,900.00 (TAXES INCLUDED)

MATERIAL COST \$ 400.00 (TAXES INCLUDED)

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.

THIS IS AN INFORMAL "REQUEST FOR QUOTE". ONLY THE SUCCESSFUL VENDOR WILL BE NOTIFIED OF GILA COUNTY'S INTENT TO ENTER INTO A CONTRACT FOR THE GOODS OR SERVICES QUOTED. ALL TELEPHONE INQUIRES OR EMAILED INQUIRES WILL BE ANSWERED REGARDING RESULTS OF THIS REQUEST FOR QUOTE. PLEASE SEND EMAILS TO jsgroi@gilacountyaz.gov or call 928-402-8612.



March 3, 2016

Jeannie Sgroi
GILA COUNTY
1400 East Ash Street
Globe, Arizona 85501

RE: DECOMMISSION FUEL TANK AT COURTHOUSE, 1350 EAST MONROE STREET, GLOBE, ARIZONA

Dear Ms. Sgroi,

MP Environmental Services, Inc. (MPE) is pleased to provide this price quote to properly decommission one fuel tank, associated piping, and dispenser at the subject site as identified below. As an alternate bid item, MPE also provides our price to demolish steel bollards surrounding the fuel tank prior to removal of the aboveground storage tank (AST).

Our Scope of Work includes the following:

- All work will be completed by supervisor, operators and technicians that have successfully completed 40-hour HAZWOPER-training in accordance with 29 CFR 1910.120.
- All waste will be properly labeled and transported in vehicles permitted by DOT and disposed in accordance with all Federal, State and local regulations.
- Coordinate public utility locating via Arizona 811.
- Disconnect electric power to fuel pump, dispenser and monitoring system. Prepare and transport salvage identified items per GILA COUNTY'S Request for Quote dated 02/09/16.
- Vacuum-pump, transport and recycle up to 100 gallons of residual diesel fuel remaining in the AST and product piping. This residual fuel will be place in a GILA COUNTY fuel truck at the site.
- Inert AST using dry ice per Arizona State Fire Marshal's Guidelines.
- As an alternate bid item remove, load, transport and dispose off site steel bollards filled with concrete surrounding the AST. The void spaces of these bollards will be filled with import fill material and compacted in place.
- Using heavy equipment, MPE will remove the 5,000-gallon skid-mounted AST, transport and off-load at the GILA COUNTY Hope Lane Storage Yard.
- At the completion of the project, the work area will be swept clean and MPE will removal any debris associated with our work.

Our pricing is as follows:	Base Scope of Work	Labor Cost	\$4,900.00
		Material Cost	\$ 400.00
	Alternate: Removal Bollards	Labor Cost	\$2,600.00
		Material Cost	\$ 250.00

Respectfully Submitted,

MP ENVIRONMENTAL SERVICES, INC.

Matt Hoffman
Facility Manager

3045 South 51st Avenue, Phoenix, Arizona 85043 602-278-6233 office / 602-278-2884 fax / 602-717-2637 cell
mhoffman@mpenviro.com

**Federal Highway Administration
Federal Lands Highway
AGREEMENT**

**DTFH68-13-E-00043
Modification #004**

PARTIES TO THE AGREEMENT

Reimbursing Organization	Organization to be Reimbursed
Gila County, AZ Public Works 1400 East Ash Street Globe, AZ 85501	Federal Highway Administration Central Federal Lands Highway Division 12300 West Dakota Ave Lakewood, CO 80228
DUNS Number: 147259191	DUNS Number 126129936

POINTS OF CONTACT FOR THE AGREEMENT

Reimbursing Organization Finance Point of Contact	Organization to be Reimbursed Finance Point of Contact
Name: Finance Director Address: 1400 E. Ash Street Globe, AZ 85501 Phone: 928-402-8743 E-mail: accountsreceivable@gilacountyaz.gov	Name: Suzanne Schmidt Address: 12300 West Dakota Ave Lakewood, CO 80228 Phone: 720-963-3356 E-mail: Suzanne.schmidt@dot.gov
Reimbursing Organization Program Point of Contact	Organization to be Reimbursed Program Point of Contact
Name: Shannon Coons Address: 749 N. Rose Mofford Way Globe, AZ 85501 Phone: 928-402-8521 E-mail: scoons@gilacountyaz.gov	Name: Edward Martinez Address: 12300 West Dakota Ave Lakewood, CO 80228 Phone: 720-963-3731 E-mail: Edward.martinez@dot.gov

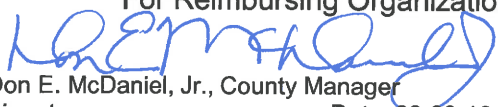
PERIOD OF PERFORMANCE	LEGAL AUTHORITY
FROM: July 1, 2013 TO: December 31, 2016	23 U.S.C. 201 and 204

TOTAL AGREEMENT AMOUNT	PAYMENT TERMS AND SCHEDULE
Original Agreement Amount: \$396,155.00 Modification #001: \$0.00 Modification #002: \$0.00 Modification #003: \$0.00 Modification #004: \$0.00	EFT

DESCRIPTION OF SUPPLIES, SERVICES, AND DELIVERABLES

This Modification #004 extends the period of performance to December 31, 2016. This is a no cost modification.

AUTHORIZED APPROVALS

For Reimbursing Organization	For Organization to be Reimbursed
 Don E. McDaniel, Jr., County Manager Signature Date 03-23-16	 Ricardo Suarez, Director Signature Date

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 010516
ON-CALL DRYWALL REPAIRS IN PAYSON AREA
FACILITIES MANAGEMENT

THIS AGREEMENT, made and entered into this 30th day of March, 2016, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Northern Arizona Drywall, LLC, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Facilities Management** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 010516** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 010516** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 010516**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim

\$1,000,000

Annual Aggregate

\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed in the State of Arizona or which hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers and with an “A.M. Best” rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that

all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds.

It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect from April 01, 2016 to March 31, 2017, unless terminated earlier pursuant to this contract. The County shall have the sole option to renew the contract for two (2) additional one (1) year periods.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$2,000.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 010516 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 3/30/16

NORTHERN ARIZONA DRYWALL, LLC


Signature

DAN RHODA JR
Print Name

QUOTE DUE DATE: Please email or fax quote by, 11:00 A.M. on Friday February 26, 2016 to,
Jeannie Sgroi, jsgroi@gilacountyaz.gov, fax 928-402-4386

"Gila County reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County"

Contractor Name:	<u>Northern Arizona Drywall, LLC</u>		
Contractor Address:	<u>1010 W Summit Street</u>		
Contractor Phone #:	<u>9285952380</u>	Email Address:	<u>Northernarizonadrywallllc@yahoo.com</u>
Contractor Signature:	<u>Sam Rhoda</u>		
TOTAL COST FOR MATERIAL & INSTALLATION			
LABOR COST	\$ <u>50.00/hr</u>	(TAXES INCLUDED)	
MATERIAL COST	\$ <u>10% above invoice</u>	(TAXES INCLUDED)	
PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.			

THIS IS AN INFORMAL "REQUEST FOR QUOTE". ONLY THE SUCCESSFUL VENDOR WILL BE NOTIFIED OF GILA COUNTY'S INTENT TO ENTER INTO A CONTRACT FOR THE GOODS OR SERVICES QUOTED. ALL TELEPHONE INQUIRES OR EMAILED INQUIRES WILL BE ANSWERED REGARDING RESULTS OF THIS REQUEST FOR QUOTE. PLEASE SEND EMAILS TO jsgroi@gilacountyaz.gov or call 928-402-8612.



AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 030714

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 030714 HIV CARE AND SERVICES

LABORATORY CORPORATION OF AMERICA

Effective April 1, 2014, Gila County and Laboratory Corporation of America entered into a contract whereby Laboratory Corporation of America agreed to provide laboratory testing for HIV Care and Services.

Amendment No. 1 to Professional Services Contract No. 030714, was executed on April 01, 2015 to extend the term of the agreement for one (1) one (1) year term, from April 1, 2015 to March 31, 2016.

Additionally, Amendment No. 1 to Professional Services Contract No 030714 served to increase the contract amount by an additional Five Thousand dollars and no/100's (\$5,000.00) for a new total contract amount of \$10,000.00.

The contract expires March 31, 2016. Per page 5, Article X-Term, of the contract, Gila County has the right, at its sole option, to renew the contract for as many as five (5) additional one (1) year periods.

In addition, Health and Emergency Services would like to increase the original contract amount of Five Thousand dollars and no/100's (\$5,000.00) by Two Thousand dollars and no/100's (\$2,000.00), due to the increased number of clientele in the area of service.

Amendment No. 2 to Service Agreement No. 030714 will allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from April 01, 2016 to March 31, 2017.

Further, Amendment No. 2 to Service Agreement No. 030714 will serve to increase the original contract amount of \$5,000.00 by Two Thousand dollars and no/100's (\$2,000.00) for a new amended contract amount of Seven Thousand dollars and no/100's (\$7,000.00).

Consequently, the contract is amended to extend the term of the contract for one additional year, from April 01, 2016 to March 31, 2017, and to increase the contract amount by \$2,000.00 for a new total contract amount of Seven Thousand dollars and no/100's (\$7,000.00).

Consequently, the contract is amended to extend the term of the contract for one additional year, from April 01, 2016 to March 31, 2017, and to increase the contract amount by \$2,000.00 for a new total contract amount of Seven Thousand dollars and no/100's (\$7,000.00).

Contractor will continue to bill for services pursuant to Article XI – Payment, of the original contract, but in no event shall charges for the April 1, 2016 to March 31, 2017 extension exceed \$7,000.00 without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the April 1, 2016 to March 31, 2017 term of the contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 30th day of March, 2016.

GILA COUNTY:



Don E. McDaniel Jr., County Manager

Date: 3/30/16

LABORATORY CORPORATION OF AMERICA



Signature

Patricia Gilbreth, Controller

Print Name



AMENDMENT NO. 3 TO PROFESSIONAL SERVICES CONTRACT NO. 080913-4

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 080913-4 HIV CARE AND SERVICES

NORTH COUNTRY HEALTHCARE, INC.

Effective April 1, 2013, Gila County and North Country Healthcare, Inc. entered into a contract whereby North Country Healthcare, Inc. agreed to provide HIV Care and Services for Gila County Division of Health and Emergency Services.

Amendment No. 1 to Professional Services Contract No. 080913-4, was executed on April 2, 2014 to extend the contract term for one (1) year from April 1, 2014 to March 31, 2015.

Amendment No. 2 to Professional Services Contract No. 080913-4 was executed on June 24, 2015 to extend the contract term for for one (1) year from April 01, 2015 to March 31, 2016.

Additionally, Amendment No. 2 to Professional Services Contract No. 080913-4 served to increase the contract amount by an additional Four Thousand dollars and no/100's (\$4,000.00) for a new total contract amount of Ten Thousand dollars and no/100's (\$10,000.00).

The contract expires March 31, 2016. Per page 5, Article X-Term, of the contract, Gila County has the right, at its sole option, to renew the contract for as many as five (5) additional one (1) year periods.

In addition, Health and Emergency Services would like to decrease the original contract amount of Six Thousand dollars and no/100's (\$6,000.00) by Three Thousand dollars and no/100's (\$3,000.00), due to the decreased number of clientele in the area of service.

Amendment No. 3 to Service Agreement No. 080913-4 will allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from April 01, 2016 to March 31, 2017.

Further, Amendment No. 3 to Service Agreement No. 080913-4 will serve to decrease the original contract amount of \$6,000.00 by Three Thousand dollars and no/100's (\$3,000.00) for a new amended contract amount of Three Thousand dollars and no/100's (\$3,000.00).

Consequently, the contract is amended to extend the term of the contract for one additional year, from April 01, 2016 to March 31, 2017, and to decrease the contract amount by \$3,000.00 for a new total contract amount of Three Thousand dollars and no/100's (\$3,000.00).

Contractor will continue to bill for services pursuant to Article XI – Payment, of the original contract, but in no event shall charges for the April 1, 2016 to March 31, 2017 extension exceed \$3,000.00 without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the April 1, 2016 to March 31, 2017 term of the contract.


IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 30th day of March, 2016.

GILA COUNTY:


Don E. McDaniel Jr., County Manager

Date: 3/30/16

NORTH COUNTRY HEALTHCARE, INC.


Signature

Anne Newland, ms
Print Name

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 030816
COMMERCIAL WASHER FOR PAYSON DETENTION FACILITY
SHERIFF'S OFFICE

THIS AGREEMENT, made and entered into this 30th day of March, 2016, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Coin & Professional Equipment Co., of the City of Phoenix, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Sheriff's Office** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 030816** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 030816** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 030816**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products - Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim

\$1,000,000

Annual Aggregate

\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed in the State of Arizona or which hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 - WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that

all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds.

It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 - ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 - NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 - GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14- TERM: The Contract commences on the date signed by the County Manager and remains in effect through June 30, 2016.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$2,304.69 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 030816 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 3/30/14

COIN & PROFESSIONAL EQUIPMENT CO.


Signature

DAVID SVANERA
Print Name



SALES AGREEMENT

34435

Bill To GILA COUNTY SHERIFF'S OFFICE
 Address
 City PAYSON
 State AZ
 Zip Code
 Phone 1 928-468-2835
 Phone 2
 Fax
 Deposit Req COD

Date 2/26/2016
 Ship To
 Address
 City
 State
 Zip Code
 Phone 1

QUOTE GOOD FOR 60 DAYS

How to Ship
 Contact RSHULER@GIL-COUNTY.AZ.GOV
 Email

Terms: PLEASE SIGN QUOTE AND GENERAL TERMS AND FAX TO 602-248-0941 OR EMAIL JERRY@CPEC-LAUNDRY.COM
 COD ON ALL ORDERS UNLESS CLIENT HAS AN OPEN NET 30 DAY ACCOUNT WITH CPEC. DEPOSIT DUE FOR ORDER
 PLACEMENT. REMAINING BALANCE DUE UPON RECEIPT OF INVOICE ON OPEN ACCOUNT. THANK YOU

Quantity	Model	Description	Unit Price	Amount
1	UFNE5BJP113	UNIMAC COMMERCIAL FRONT LOAD WASHER	\$	1,725.00
		21 LB WASHING CAPACITY	\$	-
		440 G-FORCE 1200 RPM EXTRACT SPEED- HIGHEST EXTRACT	\$	-
		FRONT LOAD WASHER IN THE MARKET*****	\$	-
		120V/1 PHASE ELECTRIC	\$	-
		SOFT MOUNT INSTALLATION- NO FLOOR REQUIREMENTS	\$	-

WARRANTY 3 YEARS ON ALL PARTS
 90 Days trip and labor warranty

FREIGHT CHARGES ARE ACTUAL CHARGES FROM FACTORY TO PHX. AZ.

INSTALLATION AND HOOKUP INCLUDES- 1 TRIP CHARGE FOR REMOVAL
 AND DISPOSAL OF OLD UNITS. CPEC TO MAKE FINAL CONNECTIONS AND
 STARTUP TO PROVIDED UTILITIES. CLIENT IS RESPONSIBLE FOR PROPER
 ACCESS AND CORRECT UTILITY PLACEMENT WITHIN 3' OF UNITS. THANK YOU

Total Equipment	\$	1,725.00
8.60% Sales Tax	\$	207.69
Freight	\$	52.00
INSTALLATION	\$	320.00
Total Amount of Sale	\$	2,304.69

THESE ACCEPTANCE OF SALES AGREEMENT AND CREDIT APPLICATION WHEN FINANCED ARE SENT UPON APPROVAL BY CPEC PROFESSIONAL EQUIPMENT CO.
 IF PAYMENT IS NOT RECEIVED IN ACCORDANCE WITH THE AGREED UPON PAYMENT TERMS, BUYER GRANTS CPEC COMPLETE ACCESS AT ANY TIME TO ALL EQUIPMENT, MATERIALS, PARTS OR ACCESSORIES LISTED
 HEREIN TO REPOSSESS OR DISABLE THEM UNTIL PAYMENT IS MADE

Date: 3/30/16
 Buyer's Signature [Signature]
 Print Name Don E. McDaniel, Jr.
County Manager

Date: 2/26/2016
 Seller's Signature JERRY SALCEDO
 Print Name JERRY SALCEDO

3120 W. Weldon Ave
 Phx., AZ 85017
 602-248-0808
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